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No. 17] NEW DELHI, APRIL 23-APRIL 29, 2006, SATURDAY/VAISAKHA 3-VAISAKHA 9, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

(सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय)

सेलम, 14 फरवरी, 2006

सं. 3/2006—सीमा शुल्क (एन.टी.)

का.आ. 1600.—सीमा शुल्क अधिनियम 1962 की धारा 152 खण्ड (ए) के अंतर्गत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1 जुलाई, 1994 के अधिसूचना संख्या 33/94—सीमा शुल्क (एन.टी.) के अधीन अधोहस्ताक्षरी को प्रत्यायोजित शक्तियों का प्रयोग करते हुए मैं, एस. राजकुमार, आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, सेलम एतद्वारा तमिलनाडु राज्य, नामक्कल जिला, तिरुचुवेन्गोड तालूक के ओ. राजपालयम ग्राम को सीमा शुल्क अधिनियम 1962 की धारा 9 के अंतर्गत 100% निर्यातानुमुख एकक (ई.ओ.यु.) के गठन के सीमित उद्देश्य से भाण्डागारण स्टेशन के रूप में घोषित करता हूँ। जैसा कि वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग, मद्रास निर्यात प्रक्रिया क्षेत्र, चेन्नई द्वारा अनुमोदित है।

[फा. सी. सं. VIII/48/94/2005—सीमा शुल्क-नीति]

एस. राजकुमार, आयुक्त

MINISTRY OF FINANCE
(Department of Revenue)

OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE AND CUSTOMS

Salem, the 14th February, 2006

No. 3/2006—Customs (NT)

S.O. 1600.—In exercise of the powers delegated to the undersigned vide Notification No. 33/94—Cus. (NT) dated 1st July, 1994 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under Clause (a) of Section 152 of the Customs Act, 1962, I, S. Raj Kumar, Commissioner of Customs and Central Excise, Salem hereby declare O. Rajapalayam Village of Tiruchengode Taluk, in the District of NAMAKKAL, State of Tamilnadu, to be warehousing station under Section 9 of the Customs Act, 1962 for the limited purpose of setting up of 100% Export Oriented Unit, as approved by the Ministry of Commerce and Industry, Department of Commerce, Madras Export Processing Zone, Chennai.

[F. C. No. VIII/48/94/2005-CUS. POL.]

S. RAJKUMAR, Commissioner

(केंद्रीय उत्पाद शुल्क आयुक्तालय, अहमदाबाद-III)

अहमदाबाद, 3 अप्रैल, 2006

सं. 3/सीमा शुल्क-2006 (गैर-टैरिफ)

का.आ. 1601.--भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा सीमा शुल्क अधिनियम 1962 की धारा 152 के खंड (ए) में जारी अधिसूचना संख्या 33/94-सी. शु. (गै.टै.), दिनांक 1 जुलाई, 1994 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, एतद्वारा सीमा शुल्क अधिनियम 1962 की धारा 9 के अधीन 100% निर्यात उन्मुखी इकाई (नि.उ.इ.) की स्थापना के सीमित प्रयोजन के लिए जगह/स्थान : ज्योतिंद्र ग्रुप कम्पाउंड, पालनपुर, राज्य-गुजरात को भाण्डागारण केंद्र घोषित करता हूँ।

[फा. सं. VIII/40-2/सी. शु. (त.)/केउशुआ-III/2006]

बी.एस. वासुदेव, आयुक्त

(OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, AHMEDABAD-III)

Ahmedabad, the 3rd April, 2006

No. 3/Customs-2006 (N.T)

S.O. 1601.—In exercise of the powers conferred vide Notification No. 33/94-Cus. (N.T.) dated 1st July 1994 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) of Section 152 of the Customs Act, 1962, I hereby declare place/Area : Jyotindra Group Compound, Palanapur in the state of Gujarat to be a warehousing station under Section 9 of the Customs Act, 1962 for the limited purpose of setting up a 100% Export Oriented Unit (EOU) only.

[F. No. VIII/40-2/CUS (T)/CCE. III/2006]

B.S. VASUDEV, Commissioner

(केंद्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 5 अप्रैल, 2006

(आयकर)

का.आ.1602.--आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा यह अधिसूचित करती है कि "श्री चित्रपुर मठ, बंगलौर" (इसके पश्चात् "संस्था") किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अध्वधीन कर निर्धारण वर्ष 2005-06 से 2007-08 तक के लिए ऐसे व्यक्ति की कुल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

- (i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यता उन उद्देश्यों के लिए, करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से

अधिक आय 1 अप्रैल, 2002 के पहले दिन को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;

- (ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात), फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;
- (v) विघटन की स्थिति में संस्था की अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह से प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था की आय की कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार रूप से विचार किया जाएगा।

[अधिसूचना सं. 110/2006/ फा. सं. 197/5/2006-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 5th April, 2006

(Income-tax)

S.O. 1602.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of "Shri Chitrapur Math, Bangalore" (hereinafter referred to as the 'Institution') shall not be included in the total income of such person as assessable for the assessment years 2005-2006 to 2007-2008, subject to the following conditions namely :—

- (i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount

- exceeding fifteen per cent of its income shall in no case exceed five years;
- (ii) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
 - (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
 - (iv) the Institution will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
 - (v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability, or, otherwise, of the income of the Institution would be separately considered as per the provisions of the Income-tax Act, 1961.

[Notification No. 110/2006/F. No. 197/5/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 5 अप्रैल, 2006

(आयकर)

का०आ०.1603.--आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा यह अधिसूचित करती है कि किसी व्यक्ति के द्वारा "स्वदेशी जागरण फाउंडेशन, नई दिल्ली" (इसके पश्चात् "संस्था") के नाम पर प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन कर निर्धारण वर्ष 2004-2005 से 2006-2007 तक के लिए ऐसे व्यक्ति की कुल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी:

- (i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यता उन उद्देश्यों के लिए, करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहां इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 के पहले दिन को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पांच वर्ष से अधिक नहीं होनी चाहिए;

- (ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात), फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;
- (v) विघटन की स्थिति में संस्था की अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह से प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था की आय की कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाएगा।

[अधिसूचना सं. 111/2006/फा. सं. 197/113/2005-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 5th April, 2006

(Income-tax)

S.O. 1603.—In exercise of the powers conferred by the sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of "Swadeshi Jagran Foundation, New Delhi" (hereinafter referred to as the 'Institution') shall not be included in the total income of such person as assessable for the assessment years 2004-2005 to 2006-2007, subject to the following conditions namely:—

- (i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

- (ii) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
- (iv) the Institution will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability, or, otherwise, of the income of the Institution would be separately considered as per the provisions of the Income-tax Act, 1961.

[Notification No. 111/2006/F.No. 197/113/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 18 अप्रैल, 2006

(आयकर)

का0आ0.1604.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि “इंडो यू. एस. साइंस एंड टेक्नोलॉजी फोरम, नई दिल्ली” (इसके पश्चात् “संस्था” कहा गया) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन कर निर्धारण वर्ष 2004-2005 से 2006-2007 तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

- (i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहां इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 के पहले दिन को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पांच वर्ष से अधिक नहीं होनी चाहिए;
- (ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में

विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात), फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;
- (v) विघटन की स्थिति में संस्था की अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह से प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था की आय की कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाएगा।

[अधिसूचना सं. 112/2006/ फा. सं. 197/24/2006-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 18th April, 2006

(Income-tax)

S.O. 1604.—In exercise of the powers conferred by the sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of “Indo US Science & Technology Forum, New Delhi” (hereinafter referred to as the ‘Institution’) shall not be included in the total income of such person as assessable for the assessment years 2004-2005 to 2006-2007, subject to the following conditions namely :—

- (i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;
- (ii) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other-

wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
- (iv) the Institution will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability, or, otherwise, of the income of the Institution would be separately considered as per the provisions of the Income-tax Act, 1961.

[Notification No. 112/2006/F. No. 197/24/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 18 अप्रैल, 2006

(आयकर)

का0आ0. 1605.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार एतद्वारा यह अधिसूचित करती है कि “इंडो यू. एस. साइंस एंड टेक्नोलॉजी फोरम, नई दिल्ली” (इसके पश्चात् “संस्था” कहा गया) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन कर निर्धारण वर्ष 2001-2002 से 2003-2004 तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

- (i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए, करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 के पहले दिन को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पंद्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;
- (ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात), फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों;

(iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

(v) विघटन की स्थिति में संस्था की अतिरिक्त राशियाँ और परिसम्पतियाँ समान उद्देश्यों वाले संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह से प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था की आय की कराधेयता अथवा अन्यथा पूरा, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक् रूप से विचार किया जाएगा।

[अधिसूचना सं. 113/2006/ फा. सं. 197/25/2006-आयकर वि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 18th April, 2006

(Income-tax)

S.O. 1605.—In exercise of the powers conferred by the sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of “Indo US Science & Technology forum, New Delhi” (hereinafter referred to as the ‘Institution’), shall not be included in the total income of such person as assessable for the assessment years 2001-2002 to 2003-2004, subject to the following conditions namely :—

- (i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;
- (ii) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the

objectives of the Institution and separate books of account are maintained in respect of such business;

- (iv) the Institution will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability, or, otherwise, of the income of the Institution would be separately considered as per the provisions of the Income-tax Act, 1961.

[Notification No. 113/2006/F. No. 197/25/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 18 अप्रैल, 2006

(आयकर)

का०आ०. 1606.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा यह अधिसूचित करती है कि “श्री गोकर्ण पार्थागली जिवोत्थाम मठ, मुम्बई” (इसके पश्चात् “संस्था” कहा गया) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अधीन कर निर्धारण वर्ष 2002-2003 से 2004-2005 तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

- (i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यता उन उद्देश्यों के लिए, करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 के पहले दिन को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पन्द्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;
- (ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात), फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों;

(iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

(v) विघटन की स्थिति में संस्था की अतिरिक्त राशियाँ और परिसम्पतियाँ समान उद्देश्यों वाले संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह से प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था की आय की कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक् रूप से विचार किया जाएगा।

[अधिसूचना सं 114/2006/फा सं 197/108/2005-आयकर-नि-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 18th April, 2006

(Income-tax)

S.O. 1606.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of “Shree Gokarn Parthagali Jeevatham Math, Mumbai” (hereinafter referred to as the ‘Institution’) shall not be included in the total income of such person as assessable for the assessment years 2002-2003 to 2004-2005, subject to the following conditions namely :—

- (i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;
- (ii) the Institution will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the Institution and separate books of account are maintained in respect of such business;
- (iv) the Institution will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability, or, otherwise, of the income of the Institution would be separately considered as per the provisions of the Income-tax Act, 1961.

[Notification No. 114/2006/F. No. 197/108/2005-ITA-I]

DEEPAK GARG, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 17 अप्रैल, 2006

का0आ0. 1607.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उपधारा (2) और धारा 7 की उपधारा (1) के साथ पठित धारा 6 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा श्री एस. श्रीधर (जन्म तिथि 09-05-1951) वर्तमान कार्यपालक निदेशक, भारतीय निर्यात-आयात बैंक को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष तक की अवधि के लिए अथवा अगले आदेश तक, जो भी पहले हो, राष्ट्रीय आवास बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं0 7/2-2005-बीओ-1]

जी.बी. सिंह, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 17th April, 2006

S.O. 1607.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 6 read with sub-section (2) of Section 6 and sub-section (1) of Section 7 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri S. Sridhar, (DOB : 09-05-1951) presently Executive Director, EXIM Bank of India as Chairman and Managing Director, National Housing Bank for a period of five years from the date of assumption of charge or until further orders, whichever is earlier.

[F. No. 7/2/2005-BO-I]

G.B. SINGH, Under Secy.

नई दिल्ली, 17 अप्रैल, 2006

का0आ0. 1608.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उपधारा (1) के खण्ड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री रंजीत इस्सर, सचिव, शहरी रोजगार तथा गरीबी उन्मूलन मंत्रालय, नई दिल्ली को तत्काल प्रभाव से और अगले आदेश तक श्रीमती चित्रा

चोपड़ा के स्थान पर राष्ट्रीय आवास बैंक के निदेशक मण्डल में निदेशक के रूप में नियुक्त करती है।

[फा. सं0 7/15/2000-बीओ-1]

जी.बी. सिंह, अवर सचिव

New Delhi, the 17th April, 2006

S.O. 1608.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints Shri Ranjit Issar, Secretary, Ministry of Urban Employment and Poverty Alleviation, New Delhi as a Director on the Board of Directors of National Housing Bank with immediate effect and until further orders in place of Mrs. Chitra Chopra.

[F. No. 7/15/2000-BO-I]

G.B. SINGH, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 17 अप्रैल, 2006

का0आ0. 1609.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 की संख्या 55) के खण्ड 3 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए एतद्वारा केन्द्रीय सरकार तत्काल प्रभाव से भारतीय विमान पत्तन प्राधिकरण के मण्डल (बोर्ड) में श्री विश्वपति त्रिवेदी, आई. ए. एस. (एमपी : 77), इंडियन एयरलाइन्स के अध्यक्ष एवं प्रबंध निदेशक की श्री सुनील अरोड़ा, आईएएस, (राजस्थान : 80), इंडियन एयरलाइन्स के उस समय के अध्यक्ष एवं प्रबंध निदेशक के स्थान पर एक अंशकालिक सदस्य के रूप में नियुक्त करती है।

[सं. एवी-24015/005/94-वीबी]

एस.के. आर्य, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 17th April, 2006

S.O. 1609.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (No. 55 of 1994) the Central Government hereby appoints Shri Vishwapati Trivedi, IAS (MP : 77), Chairman and Managing Director of Indian Airlines, as a part-time Member on the Board of Airports Authority of India vice Shri Sunil Arora, IAS (Raj. 80), the then Chairman and Managing Director of Indian Airlines, with immediate effect.

[No. AV-24015/005/94-VB]

S.K. ARYA, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 28 मार्च, 2006

का0आ0. 1610.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ख) के अनुसरण में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर, कर्नाटक की सीनेट द्वारा डा. पी.एस. प्रभाकरन, उप कुलपति,

राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया है।

अतः, अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्ध के अनुसरण में केन्द्र सरकार एतद्वारा तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 138, दिनांक 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ख) के अन्तर्गत निर्वाचित” शीर्ष के अधीन क्रम संख्या 76 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“76 डा. पी. एस. प्रभाकरन,
उप कुलपति,
राजीव गांधी स्वास्थ्य विज्ञान
विश्वविद्यालय, बंगलौर-560041

राजीव गांधी स्वास्थ्य
विज्ञान विश्वविद्यालय”

[सं. वी-11013/2/2004-एमई(नीति-1)]

एस. के. मिश्रा, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 28th March, 2006

S.O. 1610.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P.S. Prabhakaran, Vice-Chancellor, Rajiv Gandhi University of Health Sciences, Bangalore has been elected by the Senate of the Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, ‘Elected under clause (b) of sub-section (1) of Section 3, for serial number 76 and the entries relating thereto the following entry shall be substituted, namely :—

“76. Dr. P.S. Prabhakaran, Rajiv Gandhi University of
Vice-Chancellor, Health Sciences”

Rajiv Gandhi
University of Health Sciences,
Bangalore-560041.

[No. V-11013/2/2004-ME (Policy-I)]

S.K. MISHRA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 18 अप्रैल, 2006

का०आ०. 1611.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1. आई एस 4985 : 2000	1 मार्च, 2006	12 अप्रैल, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़ चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : सीईडी/राजपत्र]

जे. सी अरोड़ा, वैज्ञानिक “ई” व प्रमुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 18th April, 2006

S.O. 1611.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	IS 4985 : 2000	1 March, 2006	12 April, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal,

Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

J. C. ARORA, Sct. 'E' & Head (Civil Engg.)

नई दिल्ली, 19 अप्रैल, 2006

का. आ. 1612.--भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये हैं वे स्थापित हो गये हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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1	आई एस 1541 : 2006 काँच की फिल्टर फनल -विशिष्ट (दूसरा पुनरीक्षण)	—	31 मार्च, 2006
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इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : सीएचडी 10/टी-1541]

डा. यू. सी. श्रीवास्तव, वैज्ञानिक (ई) निदेशक एवं प्रमुख (रसायन)

New Delhi, the 19th April, 2006

S.O. 1612.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed has been established on the date indicated below :

SCHEDULE

Sl. No. and title of the No. Indian Standard Established	No. and year of Indian Standard, if any, superseded by the new Indian Standard	Date of Established
1 IS 1541 : 2006 Glass Filter Funnels—Specification (second revision)	—	31 March, 2006

114091/06-2

Copy to the Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 10/T-1541]

Dr. U.C. SRIVASTAVA, Scientist E,
Director & Head (Chemicals)

नई दिल्ली, 19 अप्रैल, 2006

का. आ. 1613.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1.	आई एस 3263 : 1981 कनफैक्शनरी के लिए मोमी कागज की विशिष्ट (प्रथम पुनरीक्षण)	संशोधन की संख्या 2 मार्च, 2006	31 मार्च, 2006
2.	आई एस 11324 : 1985 कार्बन ब्लैक के लिए मल्टी प्लाई कागज के थैले की विशिष्ट	संशोधन की संख्या 2 मार्च, 2006	31 मार्च, 2006
3.	आई एस 11688 : 1999 अखबारी कागज—विशिष्ट (प्रथम पुनरीक्षण)	संशोधन की संख्या 1 मार्च, 2006	31 मार्च, 2006
4.	आई एस 12999 : 1990 मुड़ाऊ बाक्स बोर्ड, लेपित—विशिष्ट	संशोधन की संख्या 2 मार्च, 2006	31 मार्च, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : सीएचडी 15/टी-3263]

डा. यू. सी. श्रीवास्तव, वैज्ञानिक (ई) निदेशक एवं प्रमुख (रसायन)

New Delhi, the 19th April, 2006

S.O. 1613.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the amendments to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and title of the No. Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1. IS 3263 : 1981 Specification for waxed paper for confectionery— (First Revision)	Amendment No. 2, March, 2006	31 March, 2006
2. IS 11324 : 1985 Specification for multi-ply paper sack for carbon black	Amendment No. 2, March, 2006	31 March, 2006
3. IS 11688 : 1999 Newsprint—Specification (First Revision)	Amendment No. 1, March 2006	31 March, 2006
4. IS 12999 : 1990 Folding box board, coated—Specification	Amendment No. 2, March 2006	31 March, 2006

Copy to these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 15/T-3263]

Dr. U.C. SRIVASTAVA, Scientist E,
Director & Head (Chemical)

नई दिल्ली, 19 अप्रैल, 2006

का. आ. 1614.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम सं. (कों) की शीर्षक	स्थापित भारतीय मानक मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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1. आई एस 15638 (भाग 1) : 2006, उच्च-वोल्टता आवेग परीक्षणों में मापन के लिए प्रयुक्त उपकरण और साफ्ट-वेयर भाग 1 उपकरणों की अपेक्षाएँ

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ई टी 19/टी 18]

डा. पी.के. मुखर्जी, वैज्ञानिक (एफ),
एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 19th April, 2006

S.O. 1614.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No. & Year of the No. Indian Standards	No. & year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
1. IS 15638 (Part 1) : 2006, Instrument and software used for measurement in high-voltage impulse tests Part 1 Requirements for instruments	IS 11349 : 1985	28 February 2006

Copy to this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 19/T-18]

Dr. P.K. MUKHERJEE, Scientist F,
& Head (Elec. Mechanical)

पैट्रोलियम और प्राकृतिक गैस मंत्रालय

(पैट्रोलियम विभाग)

नई दिल्ली, 18 अप्रैल, 2006

का.आ. 1615.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि असम राज्य में जी.जी.एस. गोलाघाट से बोरहोल जी.जी.एस. तक पैट्रोलियम उत्पादों के परिवहन के लिए ऑयल एण्ड नैचुरल गैस कारपोरेशन लि. द्वारा एक पाइपलाइन बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त भूमि में हितबद्ध है, उस तारीख से जिसको राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के लिये भूमि उपयोग के अधिकार अर्जन के सम्बन्ध में सक्षम प्राधिकारी, ऑयल एण्ड नैचुरल गैस कारपोरेशन लिमिटेड, भूमि अधिग्रहण विभाग, धन श्री भवन असम एवं असम अराकान बेसिन, चिनेमरा, जोरहाट-758704 असम को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक

पाइप लाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : बरपथार		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
1	2	3	4	5
खारूबा	120/ख	0	2	81
	123/ख	0	19	27
	454/ख	0	0	40

1	2	3	4	5
खारूबा	137/ख	0	17	66
	126/ख	0	0	13
	125/ख	0	15	79
	456/ख	0	5	75
	376/ख	0	3	75
	140/ख	0	7	49
	378/ख	0	33	45
	377/ख	0	2	41
	201/ख	0	9	90
	207/ख	0	1	20
	206/ख	0	5	49
	208/ख	0	9	77
	245/ख	0	1	20
	242/ख	0	13	51
	241/ख	0	53	39
	233/ख	0	0	27
	473/ख	0	0	13
	466/ख	0	20	34
	238/ख	0	11	37

राज्य : असम	जिला : गोलाघाट	टालुक : धोलाधारी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
1	2	3	4	5
1 नं. बरझान गांउ	54/ख	0	0	93
	27/ख	0	12	71
	11/ख	0	0	53
	12/ख	0	9	36
	13/ख	0	10	16
	10/ख	0	0	26
	9/ख	0	3	88
	14/ख	0	5	21
	22/ख	0	7	22
	15/ख	0	2	94
	16/ख	0	6	69
	17/ख	0	4	01
	19/ख	0	4	01
	18/ख	0	8	56

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
धीलाधारी बागान	213/ख	0	13	51
	214/ख	0	16	05
	235/ख	0	14	71
	236/ख	0	12	17
	215/ख	0	38	40
	216/ख	0	18	06
	217/ख	0	19	53
	218/ख	0	13	64
	167/ख	0	1	47
	241/ख	0	11	77
	251/ख	0	44	95

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक
पाइपलाइन :

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
चिंगफुरा गाड	10/ख	0	4	28
	9/ख	0	2	27
	8/ख	0	3	88
	7/ख	0	0	80
	6/ख	0	18	33
	5/ख	0	0	80
	3/ख	0	0	36
	14/ख	0	11	23
	2/ख	0	0	80
2 नं. प्रेमहारा गांड	437/ख	0	0	54
	491/ख	0	13	51
	492/ख	0	5	22
	493/ख	0	3	75
	296/ख	0	1	47
	495/ख	0	19	53
	499/ख	0	5	75
	484/ख	0	11	37
	485/ख	0	4	49
	455/ख	0	20	61
	457/ख	0	15	25
	387/ख	0	13	78
	386/ख	0	2	94

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
2 नं. प्रेमहारा गांड	385/ख	0	9	50
(जारी)	353/ख	0	1	07
	354/ख	0	12	71
	346/ख	0	19	00
	345/ख	0	2	14
	281/ख	0	39	34
	280/ख	0	16	46
	279/ख	0	11	24
	278/ख	0	3	75
	284/ख	0	2	68
	285/ख	0	2	14
	286/ख	0	2	01
	249/ख	0	1	07
	255/ख	0	11	11
	256/ख	0	19	30
	257/ख	0	13	92
	258/ख	0	0	54
	263/ख	0	11	51

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक
पाइपलाइन :

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
खुताकटा चापरि गांड	87/ख	0	1	47
	4/ख	0	8	16
	88/ख	0	1	47
	21/ख	0	11	10
	20/ख	0	28	50
	17/ख	0	0	53
	23/ख	0	0	40
	25/ख	0	11	10
	30/ख	0	5	08
	29/ख	0	8	96
	51/ख	0	2	27
	28/ख	0	8	83
	52/ख	0	9	76
	61/ख	0	1	47
	62/ख	0	3	34
	63/ख	0	5	21
	64/ख	0	0	26

बरहोला-जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइपलाइन :					1	2	3	4	5
राज्य : असम	जिला : गोलाहाट	टालुक : वरपथार	1	2	3	4	5	6	7
चियाकाली	7/ख	0	8	70	पाभजान गाँउ	428/ख	0	3	88
पथार गाँउ	11/ख	0	4	82		425/ख	0	10	84
	12/ख	0	4	01		424/ख	0	4	42
	13/ख	0	9	77		423/ख	0	12	71
	15/ख	0	2	68		432/ख	0	28	90
	18/ख	0	15	65		334/ख	0	2	81
	19/ख	0	8	30		436/ख	0	14	72
	24/ख	0	29	17		437/ख	0	6	15
	21/ख	0	4	55		447/ख	0	4	55
	23/ख	0	4	42		448/ख	0	6	96
	47/ख	0	11	64		479/ख	0	3	61
	48/ख	0	7	89		473/ख	0	8	43
	74/ख	0	9	37		474/ख	0	2	00
	75/ख	0	9	23		472/ख	0	9	63
	46/ख	0	62	62		471/ख	0	6	82
	77/ख	0	4	15		470/ख	0	3	61
	82/ख	0	12	84		469/ख	0	5	22
बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप लाइन :						468/ख	0	6	02
राज्य : असम	जिला : गोलाहाट	टालुक : धीलाधारी	1	2	3	4	5	6	7
हातीगंह	365/ख	0	0	26		467/ख	0	6	42
मातिखला	366/ख	0	0	40		466/ख	0	6	56
	369/ख	0	0	93		464/ख	0	6	40
	368/ख	0	0	76		456/ख	0	6	29
	367/ख	0	16	45		462/ख	0	8	43
	373/ख	0	12	71		457/ख	0	9	77
	354/ख	0	12	04		458/ख	0	5	75
	376/ख	0	2	80		459/ख	0	6	82
बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप लाइन :					जालजारी गाँउ	149/ख	0	13	51
राज्य : असम	जिला : गोलाहाट	टालुक : वरपथार	1	2	3	4	5	6	7
पाभजान गाँउ	427/ख	0	11	37		148/ख	0	2	41
	426/ख	0	13	78		168/ख	0	8	30
						166/ख	0	12	58
						177/ख	0	10	17
						163/ख	0	0	13
						179/ख	0	6	69
						181/ख	0	11	24
						204/ख	0	3	75
						182/ख	0	10	84
						183/ख	0	1	20
						201/ख	0	3	21

1	2	3	4	5
जालजारी गाँउ	202/ख	0	7	36
	200/ख	0	3	48
	187/ख	0	1	20
	199/ख	0	4	01
	7/ख	0	1	87
	215/ख	0	2	81
	216/ख	0	10	57
	223/ख	0	8	30
	218/ख	0	0	40
	217/ख	0	0	13
	219/ख	0	8	56
	256/ख	0	12	04
	255/ख	0	19	00
	252/ख	0	2	01
	253/ख	0	0	54
	435/ख	0	7	89
	254/ख	0	5	22
	262/ख	0	1	20
	264/ख	0	0	80
	265/ख	0	1	34
	383/ख	0	16	46
	382/ख	0	22	08
	381/ख	0	17	93
	380/ख	0	10	30
	379/ख	0	5	22
	407/ख	0	6	96
	382/ख	0	0	67
	408/ख	0	12	31

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक
पाइपलाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : धीलाधारी	1	2	3	4	5
मकरंग पठार	44/ख	0	1	47			
गाँउ	45/ख	0	6	69			
	46/ख	0	0	13			
	47/ख	0	6	69			
	48/ख	0	2	14			
	51/ख	0	58	47			

1	2	3	4	5
मकरंग पठार	53/ख	0	23	01
गाँउ	50/ख	0	1	20
	1/ख	0	1	47
नगरा बागान	130/ख	01	40	22
	133/ख	01	06	50

• बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप
लाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : वरपथार	1	2	3	4	5
चांगपुल गाँउ	139/ख	0	6	02			
	150/ख	0	12	04			
लांग्थाजान गाँउ	187/ख	0	12	71			
	188/ख	0	3	35			
	189/ख	0	21	68			
	209/ख	0	6	02			
	199/ख	0	19	53			
	200/ख	0	14	72			
	298/ख	0	0	27			
	201/ख	0	22	75			
	202/ख	0	0	27			
द-पथार गाँउ	5/ख	0	1	47			
	1/ख	0	6	02			
	3/ख	0	3	75			
	18/ख	0	8	30			
	19/ख	0	3	75			
	20/ख	0	1	61			
	21/ख	0	2	41			
	22/ख	0	16	32			
	33/ख	0	9	63			
	37/ख	0	3	88			
	38/ख	0	30	24			
	73/ख	0	9	10			
	76/ख	0	17	53			
	77/ख	0	6	82			
	80/ख	0	18	33			
	101/ख	0	1	07			
	102/ख	0	6	56			

1	2	3	4	5
द-पथार गाँउ	103/ख	0	7	23
	104/ख	0	7	49
	109/ख	0	5	08
	110/ख	0	0	36
	137/ख	0	0	27
	138/ख	0	3	35
	139/ख	0	12	31
	140/ख	0	2	81
	141/ख	0	6	42
	142/ख	0	9	77
	153/ख	0	7	49
	152/ख	0	4	01
	151/ख	0	4	95
	177/ख	0	11	11

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक
पाइपलाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : वरपथार		
1	2	3	4	5
गरगाँउ	92/ख	0	9	63
	93/ख	0	12	31
	94/ख	0	21	01
	117/ख	0	14	58
	120/ख	0	8	70
	121/ख	0	7	35
	139/ख	0	9	90
	147/ख	0	1	34
	142/ख	0	22	08
	141/ख	0	15	65
	398/ख	0	0	54
	162/ख	0	3	35
	160/ख	0	26	89
	169/ख	0	5	08
	167/ख	0	7	23
	168/ख	0	4	68
	194/ख	0	23	01
	193/ख	0	9	37

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप
लाइन :

राज्य : असम	जिला : जोरहार	टालुक : बरहोला		
1	2	3	4	5
न. गाँउ	306/ख	0	0	93
	203/ख	0	12	71
	204/ख	0	7	49
	201/ख	0	2	40
	200/ख	0	11	77
	212/ख	0	16	05
	209/ख	0	0	40
	213/ख	0	25	28
	219/ख	0	1	07
	220/ख	0	5	62
	221/ख	0	10	30
	86/ख	0	0	53
नाहर जानि ग्रान्ट	182/ख	0	0	80
	183/ख	0	12	84
	184/ख	0	1	87
	185/ख	0	3	34
	192/ख	0	16	72
	186/ख	0	15	11
	190/ख	0	13	64
	202/ख	0	14	18
	254/ख	0	11	64
	255/ख	0	0	93
	262/ख	0	4	14
	245/ख	0	11	10
	263/ख	0	25	95
	266/ख	0	1	33
	268/ख	0	1	60
	269/ख	0	3	47
	270/ख	0	2	00
	271/ख	0	1	33
	272/ख	0	3	07
	275/ख	0	4	68
	276/ख	0	3	07
	277/ख	0	4	14
	274/ख	0	7	62
	286/ख	0	0	26
	290/ख	0	22	61

1	2	3	4	5
नाहर जान ग्रान्ट	335/ख	0	1	07
(जारी)	292/ख	0	0	66
	291/ख	0	8	96
	345/ख	0	2	54

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप

लाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : धीलाधारी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
1	2	3	4	5
उचा गाँउ	384/ख	0	18	33
	386/ख	0	6	95
	401/ख	0	62	35
	404/ख	0	2	40
	402/ख	0	1	20
	139/ख	0	2	40
	385/ख	1	22	42
	299/ख	0	19	53
	578/ख	0	19	53
	477/ख	0	18	59
	478/ख	0	7	76
	475/ख	0	20	73
	474/ख	0	8	96
	472/ख	0	1	60
	471/ख	0	24	88
मकरंग बागान	133/ख	0	2	94
	14/ख	0	41	21
	40/ख	0	2	27
	8/ख	0	8	02
	9/ख	0	12	71
	10/ख	0	13	78
	11/ख	0	12	97
	12/ख	0	11	50
	188/ख	0	2	27

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप

लाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : सरूपथर		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
1	2	3	4	5
रंगमा फारेष्ट रिजर्व	ख	16	65	14

रहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप

लाइन :

राज्य : असम	जिला : गोलाघाट	टालुक : सरूपथर		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
1	2	3	4	5
काचमारी	6/ख	0	28	10
	7/ख	0	17	80
	8/ख	0	17	13
	9/ख	0	13	51
	10/ख	0	10	30
	12/ख	0	4	95
	17/ख	0	8	56
	18/ख	0	12	71
	68/ख	0	16	46
	69/ख	0	12	58
	75/ख	0	12	71
	76/ख	0	8	96
	77/ख	0	8	70
	83/ख	0	13	92
	138/ख	0	12	98
	139/ख	0	12	71
	140/ख	0	2	27
	141/ख	0	2	41
	142/ख	0	2	94
	143/ख	0	1	87
	144/ख	0	3	08
	145/ख	0	7	09
	213/ख	0	4	95
	214/ख	0	17	26
	215/ख	0	8	16
	216/ख	0	10	97

1	2	3	4	5
काचमारी (जारी)	259/ख	0	10	44
	260/ख	0	1	74
	258/ख	0	13	38
	257/ख	0	24	74
	314/ख	0	13	51
	313/ख	0	6	69
	315/ख	0	2	27
	336/ख	0	10	17
	337/ख	0	15	25
	339/ख	0	15	12
	376/ख	0	16	06
	379/ख	0	0	94
	377/ख	0	2	41
	378/ख	0	9	63

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप

लाइन :

राज्य : असम

जिला : गोलाघाट

टालुक : वरपधार

ग्राम	सर्वे नम्बर	हेक्टर	एरे	सेन्टिपेरे
1	2	3	4	5
आमगुरि गाँव	301/ख	0	4	82
	56/ख	0	6	02
	57/ख	0	6	02
	303/ख	0	14	58
	64/ख	0	0	40
	63/ख	0	4	28
	62/ख	0	10	17
	133/ख	0	29	30
	145/ख	0	7	63
	302/ख	0	12	44
	143/ख	0	5	22
	156/ख	0	6	29
	157/ख	0	1	20
	197/ख	0	11	37
	198/ख	0	4	82
	205/ख	0	4	95
	206/ख	0	1	07
1 नं. तेगांरा जान	34/ख	0	18	46
	33/ख	0	4	82

1	2	3	4	5
1 नं. तेगांरा जान	32/ख	0	12	31
(जारी)	31/ख	0	10	97
	234/ख	0	7	76
	233/ख	0	1	07
	57/ख	0	7	49
	51/ख	0	12	31
	52/ख	0	32	51
	54/ख	0	8	30
	73/ख	0	8	16
	75/ख	0	8	30
	79/ख	0	21	27
	78/ख	0	12	71
	76/ख	0	4	82
	117/ख	0	2	54
	138/ख	0	3	88

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप

लाइन :

राज्य : असम

जिला : गोलाघाट

टालुक : सरूपधार

ग्राम	सर्वे नम्बर	हेक्टर	एरे	सेन्टिपेरे
1	2	3	4	5
1 नं. रजा पुखुरी	45/ख	0	9	23
	53/ख	0	6	29
	52/ख	0	9	10
	54/ख	0	0	80
	91/ख	0	44	15
	90/ख	0	0	67
	100/ख	0	2	81
	101/ख	0	0	94
	139/ख	0	5	49
	138/ख	0	1	34
	140/ख	0	0	13
	142/ख	0	10	97
	143/ख	0	3	88
	171/ख	0	27	70
	172/ख	0	0	94
	192/ख	0	14	85
	191/ख	0	4	15

1	2	3	4	5
1 न. रजा पुरखरी	190/ख	0	0	27
(जमरी)	219/ख	0	4	68
2	441/ख	0	0	27
3	440/ख	0	18	46
4	444/ख	0	24	49
5	442/ख	0	6	96
6	443/ख	0	17	39
7	489/ख	0	17	93

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप
लाइन :

राज्य : असम जिला : गोलाघाट टालुक : धीलाधारी

ग्राम सर्वे नम्बर हेक्टर ऐरे सेंटिऐरे

1 2 3 4 5

2 न. बरजान गाँव 28/ख 0 2 94

27/ख 0 1 73

प्रशाप कंडू कि का 26/ख 0 1 83

51/ख : फडा 0 14 04

मालाकास : कला 50/ख 0 6 69

मिजोम 468/ख 5 35

52/ख 0 2 14

53 1114/ख 0 0 0

54 59/ख 0 35 99

55 50/ख 0 2 27

56 400/ख 0 12 57

57 95/ख 0 11 64

58 94/ख 0 0 40

59 137/ख 0 32 62

60 134/ख 0 53 52

61 135/ख 0 5 88

62 132/ख 0 29 43

63 469/ख 0 2 94

64 163/ख 0 14 98

65 476/ख 0 0 0

66 475/ख 0 0 0

67 201/ख 0 0 0

68 457/ख 0 7 76

69 453/ख 0 15 65

1	2	3	4	5
2 न. बरजान गाँव	202/ख	0	5	35
(जमरी)	205/ख	0	17	66
	204/ख	0	0	13
	253/ख	0	4	54

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप
लाइन :

राज्य : असम जिला : गोलाघाट टालुक : वरपथार

ग्राम सर्वे नम्बर हेक्टर ऐरे सेंटिऐरे

1 2 3 4 5

वज्रापथार गाँव 236/ख 0 3 08

237/ख 0 3 48

238/ख 0 10 44

254/ख 0 3 21

239/ख 0 9 10

251/ख 0 0 54

747/ख 0 5 75

253/ख 0 13 92

694/ख 0 18 60

269/ख 0 14 32

699/ख 0 2 54

275/ख 0 7 76

274/ख 0 0 94

273/ख 0 17 26

272/ख 0 3 75

99/ख 0 1 07

93/ख 0 26 63

94/ख 0 6 02

685/ख 0 4 68

98/ख 0 18 06

97/ख 0 21 81

124/ख 0 3 75

139/ख 0 14 99

127/ख 0 0 80

100/ख 0 1 07

207/ख 0 15 79

200/ख 0 2 27

205/ख 0 18 06

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
বৈশাখ গাঁও	202/খ	0	6	56	2 নং জামুগুড়ি	0	453/খ	0	0	0	0	0	0	0
	201/খ	0	14	99	গাঁও	0	319/খ	0	0	0	0	0	0	0
	198/খ	0	11	24		0	318/খ	0	0	0	0	0	0	0
	490/খ	0	7	36		0	346/খ	0	0	0	0	0	0	0
	489/খ	0	21	01		0	302/খ	0	0	0	0	0	0	0
	488/খ	0	9	77		0	320/খ	0	0	0	0	0	0	0
	487/খ	0	6	42		0	321/খ	0	0	0	0	0	0	0
	486/খ	0	7	09		0	297/খ	0	0	0	0	0	0	0
	550/খ	0	6	15		0	296/খ	0	0	0	0	0	0	0
	551/খ	0	7	76		0	295/খ	0	0	0	0	0	0	0
	552/খ	0	7	89		0	287/খ	0	0	0	0	0	0	0
	553/খ	0	10	44		0	288/খ	0	0	0	0	0	0	0
	558/খ	0	4	95		0	285/খ	0	0	0	0	0	0	0
	559/খ	0	5	49		0	330/খ	0	0	0	0	0	0	0
	560/খ	0	19	94		0	283/খ	0	0	0	0	0	0	0
	493/খ	0	1	47		0	284/খ	0	0	0	0	0	0	0
	582/খ	0	14	32		0	277/খ	0	0	0	0	0	0	0
	693/খ	0	7	89		0	440/খ	0	0	0	0	0	0	0
	627/খ	0	3	21		0	261/খ	0	0	0	0	0	0	0
	580/খ	0	4	15		0	331/খ	0	0	0	0	0	0	0
	579/খ	0	7	36		0	260/খ	0	0	0	0	0	0	0
	578/খ	0	7	23		0	258/খ	0	0	0	0	0	0	0
	577/খ	0	8	30		0	237/খ	0	0	0	0	0	0	0
	684/খ	0	7	49		0	255/খ	0	0	0	0	0	0	0
	575/খ	0	2	81		0	285/খ	0	0	0	0	0	0	0
	574/খ	0	4	68		0	420/খ	0	0	0	0	0	0	0
রাজ্য : অসম	জিলা : গোলাহাট	0	0	0	0	0	370/খ	0	0	0	0	0	0	0
1 নং জামুগুড়ি	334/খ	0	37	46	0	0	399/খ	0	0	0	0	0	0	0
	335/খ	0	34	65	0	0	345/খ	0	0	0	0	0	0	0
2 নং জামুগুড়ি	312/খ	0	1	33	0	0	373/খ	0	0	0	0	0	0	0
গাঁও	313/খ	0	0	80	0	0	434/খ	0	0	0	0	0	0	0
	311/খ	0	2	67	0	0	374/খ	0	0	0	0	0	0	0
	310/খ	0	6	02	0	0	372/খ	0	0	0	0	0	0	0
	317/খ	0	14	71	0	0	371/খ	0	0	0	0	0	0	0
							42/খ	0	0	0	0	0	0	0
							43/খ	0	0	0	0	0	0	0
							41/খ	0	0	0	0	0	0	0
							377/খ	0	0	0	0	0	0	0

1	2	3	4	5	राज्य : असम	जिला : गोलाघाट	टालुक : वरपथार
2 नं. जामुगुरी	150/ख	0	8	83	1 नं. हेरी हेरी गांव	81/ख	0 21 81
गांव	407/ख	0	0	80		82/ख	0 30 11
मालीखोला गांव	96/ख	0	4	14		210/ख	0 0 27
	93/ख	0	12	04		209/ख	0 10 17
	97/ख	0	9	76		283/ख	0 6 42
	98/ख	0	4	54		86/ख	0 3 61
	322/ख	0	0	40		94/ख	1 40 54
	99/ख	0	19	93		87/ख	0 3 88
	105/ख	0	0	26		88/ख	0 51 78
	103/ख	0	3	61		91/ख	0 3 35
	167/ख	0	3	61		145/ख	0 20 20
	164/ख	0	3	34		38/ख	0 1 07
	163/ख	0	13	64		147/ख	0 19 13
	318/ख	0	0	53		152/ख	0 5 22
	187/ख	0	1	33	बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की ट्रांक पाइप लाइन :		
	157/ख	0	0	13	राज्य : असम	जिला : गोलाघाट	टालुक : सरूपथार
	188/ख	0	6	82	2 नं. रजा पुखुरी	340/ख	0 4 55
	189/ख	0	0	26		341/ख	0 21 01
	190/ख	0	0	80		342/ख	0 11 24
	191/ख	0	2	94		356/ख	0 8 30
	192/ख	0	1	87		343/ख	0 14 18
	193/ख	0	2	94		355/ख	0 8 30
	195/ख	0	5	48		360/ख	0 23 28
	245/ख	0	3	61		359/ख	0 17 26
	244/ख	0	2	94		399/ख	0 14 72
	241/ख	0	10	83		401/ख	0 3 35
	216/ख	0	0	93		402/ख	0 0 40
	240/ख	0	7	09		403/ख	0 19 00
	239/ख	0	10	97		407/ख	0 1 34
	281/ख	0	0	40		405/ख	0 7 76
	282/ख	0	4	68		404/ख	0 12 58
	302/ख	0	2	94		436/ख	0 0 54
	301/ख	0	7	22		437/ख	0 8 96
	299/ख	0	10	83		438/ख	0 7 36
	298/ख	0	2	67		445/ख	0 10 30
	294/ख	0	0	13		446/ख	0 7 23
	296/ख	0	2	14		447/ख	0 7 09
	297/ख	0	2	67			

1	2	3	4	5
1 नं. रजा पुखुरी	448/ख	0	7	36
	449/ख	0	7	49
	450/ख	0	7	89
	463/ख	0	0	40
	462/ख	0	4	68
	465/ख	0	3	35
	459/ख	0	6	02
	460/ख	0	9	63
	461/ख	0	8	43

राज्य : असम	जिला : गोलाघाट	तालुक : बोरपाथार		
बारामुखिया गांव	171/ख	0	12	58
	170/ख	0	6	96
	169/ख	0	3	75
	168/ख	0	15	12
	155/ख	0	6	29
	153/ख	0	8	96
	152/ख	0	12	04
	115/ख	0	44	42
	150/ख	0	0	13
	144/ख	0	4	42
	145/ख	0	0	40
	149/ख	0	0	13
	116/ख	0	29	03
	117/ख	0	5	22
	101/ख	0	11	51
	122/ख	0	1	47
	121/ख	0	11	77
	90/ख	0	0	94
1 नं. हेर हेरी गांड	196/ख	0	4	01
	195/ख	0	3	88
	194/ख	0	4	68
	191/ख	0	8	16
	183/ख	0	25	69
	180/ख	0	9	50
	179/ख	0	1	47
	176/ख	0	3	08
	175/ख	0	0	40
	177/ख	0	2	41
	173/ख	0	0	40

1	2	3	4	5
1 नं. हेर हेरी गांड	170/ख	0	8	56
	171/ख	0	2	94
	169/ख	0	0	94
	168/ख	0	7	49
	165/ख	0	12	18

राज्य : असम	जिला : गोलाघाट	तालुक : घीलाधारी		
मालाहानी	74/ख	0	0	93
तुप गांड	75/ख	0	1	20
	116/ख	0	16	05
	117/ख	0	2	94
	120/ख	0	6	55
	211/ख	0	12	04
	144/ख	0	5	21
	121/ख	0	16	32
	140/ख	0	2	00
	131/ख	0	11	23
	130/ख	0	23	81
	133/ख	0	6	02
	135/ख	0	25	42
काचारी चक	33/ख	0	8	29
गांड	32/ख	0	1	47
	35/ख	0	67	43
	28/ख	0	1	47
	27/ख	0	0	66
दयुग फोरेस्ट रिजर्व	ख	02	69	07
	शाखा			

[सं. जी. 12016/4/2006/ओएनजीडी/डी-III]

ओ.पी. बनवारी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

(Department of Petroleum)

(Petroleum Vibhag)

New Delhi, the 18th April, 2006

S.O. 1615.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Kharaghat GGS to Borholla GGS in Golaghat and Jorhat District, Assam, Pipe

line should be laid by Oil and Natural Gas Corporation Limited, Assam and Assam Arakan Basin, Jorhat.

And whereas it appears that for the purpose of laying such pipe lines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum and Mineral Pipe Lines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intension to acquire the right of user therein;

Provided that any person interested in the said land any, within 21 days from the date of this notification object to the laying of the pipe lines under the land to the competent authority, viz. Dy. Commissioner, Jorhat/ Golaghat, Assam.

And every person making such an objection shall also specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Kharuah	120/Kha	0	2	81
	123/Kha	0	19	27
	454/Kha	0	0	40
	137/Kha	0	17	66
	126/Kha	0	0	13
	125/Kha	0	15	79
	456/Kha	0	5	75
	376/Kha	0	3	75
	140/Kha	0	7	49
	378/Kha	0	33	45
	377/Kha	0	2	41
	201/Kha	0	9	90
	207/Kha	0	1	20
	206/Kha	0	5	49
	208/Kha	0	9	77
	245/Kha	0	1	20
	242/Kha	0	13	51
	241/Kha	0	53	39
	233/Kha	0	0	27
	473/Kha	0	0	13
	466/Kha	0	20	34
	238/Kha	0	11	37

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhari

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
1 No. Borjan Gaon	54/Kha	0	0	93
	27/Kha	0	12	71
	11/Kha	0	0	53
	12/Kha	0	9	36
	13//Kha	0	10	16
	10/Kha	0	0	26
	9/Kha	0	3	88
	14/Kha	0	5	21
	22/Kha	0	7	22
	15/Kha	0	2	94
	16/Kha	0	6	69
	17/Kha	0	4	01
	19/Kha	0	1	01
	18/Kha	0	8	56
Ghiladhari Bagan	213/Kha	0	13	51
	214/Kha	0	16	05
	235/Kha	0	14	71
	236/Kha	0	12	17
	215/Kha	0	38	40
	216/Kha	0	18	06
	217/Kha	0	19	53
	218/Kha	0	13	64
	167/Kha	0	1	47
	241/Kha	0	11	77
	251/Kha	0	44	95

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.

State : Assam District : Golaghat Taluk : Borholla

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Singfura Gaon	10/Kha	0	4	28
	9/Kha	0	2	27
	8/Kha	0	3	88
	7/Kha	0	0	80
	6/Kha	0	18	33
	5/Kha	0	0	80
	3/Kha	0	0	36
	14/Kha	0	11	23
	2/Kha	0	0	80

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
2 No. Premhara Gaon	437/Kha	0	0	54
	491/Kha	0	13	51
	492/Kha	0	5	22
	493/Kha	0	3	75
	296/Kha	0	1	47
	495/Kha	0	19	53
	499/Kha	0	5	75
	484/Kha	0	11	37
	485/Kha	0	4	49
	455/Kha	0	20	61
	457/Kha	0	15	25
	387/Kha	0	13	78
	386/Kha	0	2	94
	385/Kha	0	9	50
	353/Kha	0	1	07
	354/Kha	0	12	71
	346/Kha	0	19	00
	345/Kha	0	2	14
	281/Kha	0	39	34
	280/Kha	0	16	46
	279/Kha	0	11	24
	278/Kha	0	3	75
	284/Kha	0	2	68
	285/Kha	0	2	14
	286/Kha	0	2	01
	249/Kha	0	1	07
	255/Kha	0	11	11
	256/Kha	0	19	30
	257/Kha	0	13	92
	258/Kha	0	0	54
	263/Kha	0	11	51

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Khutakata Chapari Gaon	87/Kha	0	1	47
	4/Kha	0	8	16
	88/Kha	0	1	47
	21/Kha	0	11	10
	20/Kha	0	28	50
	17/Kha	0	0	53
	23/Kha	0	0	40

1. TANDARHOLLA 2. 2000 A.D. 3. 1903 4. 1904 5. 1905

25/Kha	0	11	10
30/Kha	0	5	08
29/Kha	0	8	96
51/Kha	0	2	27
28/Kha	0	8	83
52/Kha	0	9	76
61/Kha	0	1	47
62/Kha	0	3	34
63/Kha	0	5	21
64/Kha	0	0	26

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Chiakali Pathar Gaon	7/Kha	0	8	70
	11/Kha	0	4	82
	12/Kha	0	4	01
	13/Kha	0	9	77
	15/Kha	0	2	68
	18/Kha	0	15	65
	19/Kha	0	8	30
	24/Kha	0	29	17
	21/Kha	0	4	55
	23/Kha	0	4	42
	47/Kha	0	11	64
	48/Kha	0	7	89
	74/Kha	0	9	37
	75/Kha	0	9	23
	46/Kha	0	62	62
	77/Kha	0	4	15
	82/Kha	0	12	84

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Hajigarh Matikhoja	365/Kha	0	0	26
	366/Kha	0	0	40
	369/Kha	0	0	93
	368/Kha	0	9	76
	367/Kha	0	16	45
	373/Kha	0	12	71
	354/Kha	0	12	04
	376/Kha	0	2	80

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Pabhajan Gaon	427/Kha	0	11	37
	426/Kha	0	13	78
	428/Kha	0	3	88
	425/Kha	0	10	84
	424/Kha	0	4	42
	423/Kha	0	12	71
	432/Kha	0	28	90
	434/4Kha	0	2	81
	436/Kha	0	14	72
	437/Kha	0	6	15
	447/Kha	0	4	55
	448/Kha	0	6	96
	479/Kha	0	3	61
	473/Kha	0	8	43
	474/Kha	0	2	00
	472/Kha	0	9	63
	471/Kha	0	6	82
	470/Kha	0	3	61
	469/Kha	0	5	22
	468/Kha	0	6	02
	467/Kha	0	6	42
	466/Kha	0	6	56
	464/Kha	0	6	40
	456/Kha	0	6	29
	462/Kha	0	8	43
	457/Kha	0	9	77
	458/Kha	0	5	75
	459/Kha	0	6	82
Jalhari Gaon	149/Kha	0	13	51
	148/Kha	0	2	41
	168/Kha	0	8	30
	166/Kha	0	12	58
	177/Kha	0	10	17
	163/Kha	0	0	13
	179/Kha	0	6	69
	181/Kha	0	11	24
	204/Kha	0	3	75
	182/Kha	0	10	84
	183/Kha	0	1	20

1	2	3	4	5
	201/Kha	0	3	21
	202/Kha	0	7	36
	200/Kha	0	3	48
	187/Kha	0	1	20
	199/Kha	0	4	01
	7/Kha	0	1	87
	215/Kha	0	2	81
	216/Kha	0	10	57
	223/Kha	0	8	30
	218/Kha	0	0	40
	217/Kha	0	0	13
	219/Kha	0	8	56
	256/Kha	0	12	04
	255/Kha	0	19	00
	252/Kha	0	2	01
	253/Kha	0	0	54
	435/Kha	0	7	89
	254/Kha	0	5	22
	262/Kha	0	1	20
	264/Kha	0	0	80
	265/Kha	0	1	34
	383/Kha	0	16	46
	382/Kha	0	22	08
	381/Kha	0	17	93
	380/Kha	0	10	30
	379/Kha	0	5	22
	407/Kha	0	6	96
	382/Kha	0	0	67
	408/Kha	0	12	31

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Mokrong Pothar Gaon	44/Kha	0	1	47
	45/Kha	0	6	69
	46/Kha	0	0	13
	47/Kha	0	6	69
	48/Kha	0	2	14
	51/Kha	0	58	47
	53/Kha	0	23	01
	50/Kha	0	1	20
Nogora Bagan	1/Kha	0	1	47
	130/Kha	01	40	22
	133/Kha	01	06	50

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.				
State : Assam	District : Golaghat	Taluk : Borpathar		
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Changpul Gaon	139/Kha	0	6	02
	150/Kha	0	12	04
Langthajan Gaon	187/Kha	0	12	71
	188/Kha	0	3	35
	189/Kha	0	21	68
	209/Kha	0	6	02
	199/Kha	0	19	53
	200/Kha	0	14	72
	298/Kha	0	0	27
	201/Kha	0	22	75
	202/Kha	0	0	27
	5/Kha	0	1	47
Da-Pathar Gaon	1/Kha	0	6	02
	3/Kha	0	3	75
	18/Kha	0	8	30
	19/Kha	0	3	75
	20/Kha	0	1	61
	21/Kha	0	2	41
	22/Kha	0	16	32
	33/Kha	0	9	63
	37/Kha	0	3	88
	38/Kha	0	30	24
	73/Kha/	0	9	10
	76/Kha	0	17	53
	77/Kha	0	6	82
	80/Kha	0	18	33
	101/Kha	0	1	07
	102/Kha	0	6	56
	103/Kha	0	7	23
	104/Kha	0	7	49
	109/Kha	0	5	08
	110/Kha	0	0	36
	137/Kha	0	0	27
	138/Kha	0	3	35
	139/Kha	0	12	31
	140/Kha	0	2	81
	141/Kha	0	6	42
	142/Kha	0	9	77
	153/Kha	0	7	49
	152/Kha	0	4	01
	151/Kha	0	4	95
	177/Kha	0	11	11
Gargaon	92/Kha	0	9	63
	93/Kha	0	12	31
	94/Kha	0	21	01

1	2	3	4	5
Gargaon	117/Kha	0	14	58
	120/Kha	0	8	70
	121/Kha	0	7	35
	139/Kha	0	9	90
	147/Kha	0	1	34
	142/Kha	0	22	08
	141/Kha	0	15	65
	398/Kha	0	0	54
	162/Kha	0	3	35
	160/Kha	0	26	89
	169/Kha	0	5	08
	167/Kha	0	7	23
	168/Kha	0	4	68
	194/Kha	0	23	01
	193/Kha	0	9	37

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.

State : Assam	District : Golaghat	Taluk : Ghlidhari		
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Na-Gaon	306/Kha	0	0	93
	203/Kha	0	12	71
	204/Kha	0	7	49
	201/Kha	0	2	40
	200/Kha	0	11	77
	212/Kha	0	16	05
	209/Kha	0	0	40
	213/Kha	0	25	28
	219/Kha	0	1	07
	220/Kha	0	5	62
	221/Kha	0	10	30
	86/Kha	0	0	53
Naharjan Grant	182/Kha	0	0	80
	183/Kha	0	12	84
	184/Kha	0	1	87
	185/Kha	0	3	34
	192/Kha	0	16	72
	186/Kha	0	15	11
	190/Kha	0	13	64
	202/Kha	0	14	18
	254/Kha	0	11	64
	255/Kha	0	0	93
	262/Kha	0	4	14
	245/Kha	0	11	10
	263/Kha	0	25	95
	266/Kha	0	1	33
	268/Kha	0	1	60
	269/Kha	0	3	47

1	2	3	4	5
Naharjam Grant	270/Kha	0	2	00
	271/Kha	0	1	38
	272/Kha	0	3	07
	275/Kha	0	4	68
	276/Kha	0	3	07
	277/Kha	0	4	14
	274/Kha	0	7	62
	286/Kha	0	0	26
	290/Kha	0	22	61
	335/Kha	0	1	07
	292/Kha	0	0	66
	291/Kha	0	8	96
	345/Kha	0	2	54
Usha Bagan	384/Kha	0	18	33
	386/Kha	0	6	95
	401/Kha	0	62	35
	404/Kha	0	2	40
	402/Kha	0	1	20
	139/Kha	0	2	40
	385/Kha	0	22	42
	299/Kha	0	19	53
	578/Kha	0	19	53
	477/Kha	0	18	59
	478/Kha	0	7	76
	475/Kha	0	20	73
	474/Kha	0	8	96
	472/Kha	0	1	60
	471/Kha	0	24	88
Mokrong Bagan	133/Kha	0	2	94
	14/Kha	0	41	21
	40/Kha	0	2	27
	8/Kha	0	8	02
	9/Kha	0	12	71
	10/Kha	0	13	78
	11/Kha	0	12	97
	12/Kha	0	11	50
	179/Kha	0	3	27
ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.				
State : Assam	District : Golaghat	Taluk : Sarupathar		
Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Rengma Forest Reserve	Kha	16	65	14

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT G.G.S.

State : Assam	District : Golaghat	Taluk : Borpathar
Basapathar Gaon	236/Kha	0 3 08
	237/Kha	0 3 48
	238/Kha	0 10 44
	254/Kha	0 3 21
	239/Kha	0 9 10
	251/Kha	0 0 54
	747/Kha	0 5 75
	253/Kha	0 13 92
	694/Kha	0 18 60
	269/Kha	0 14 32
	699/Kha	0 2 54
	275/Kha	0 7 76
	274/Kha	0 0 94
	273/Kha	0 17 26
	272/Kha	0 3 75
	99/Kha	0 1 07
	93/Kha	0 26 63
	94/Kha	0 6 02
	685/Kha	0 4 68
	98/Kha	0 18 06
	97/Kha	0 21 81
	124/Kha	0 3 75
	139/Kha	0 14 99
	127/Kha	0 0 80
	100/Kha	0 1 07
	207/Kha	0 15 79
	206/Kha	0 2 27
	205/Kha	0 18 06
	202/Kha	0 6 56
	201/Kha	0 14 99
	198/Kha	0 11 24
	490/Kha	0 7 36
	489/Kha	0 21 01
	488/Kha	0 9 77
	487/Kha	0 6 42
	486/Kha	0 7 09
	550/Kha	0 6 15
	551/Kha	0 7 76
	552/Kha	0 7 89
	553/Kha	0 10 44
	558/Kha	0 4 95
	559/Kha	0 5 49
	560/Kha	0 19 94
	493/Kha	0 1 47
	582/Kha	0 14 32
	693/Kha	0 7 89
	627/Kha	0 3 21

1	2	3	4	5
Basapathar Gaon	580/Kha	0	4	15
	579/Kha	0	7	36
	578/Kha	0	7	23
	577/Kha	0	8	30
	684/Kha	0	7	49
	575/Kha	0	2	81
	574/Kha	0	4	68

ROU from Borholla G.G.S. to Khoraghat G.G.S.

State : Assam	District : Golaghat	Taluk : Sarupathar		
1	2	3	4	5
Kachamari Gaon	6/Kha	0	28	10
	7/Kha	0	17	80
	8/Kha	0	17	13
	9/Kha	0	13	51
	10/Kha	0	10	30
	12/Kha	0	4	95
	17/Kha	0	8	56
	18/Kha	0	12	71
	68/Kha	0	16	46
	69/Kha	0	12	58
	75/Kha	0	12	71
	76/Kha	0	8	96
	77/Kha	0	8	70
	83/Kha	0	13	92
	138/Kha	0	12	98
	139/Kha	0	12	71
	140/Kha	0	2	27
	141/Kha	0	2	41
	142/Kha	0	2	94
	143/Kha	0	1	87
	144/Kha	0	3	08
	145/Kha	0	7	09
	213/Kha	0	4	95
	214/Kha	0	17	26
	215/Kha	0	8	16
	216/Kha	0	10	97
	259/Kha	0	10	44
	260/Kha	0	1	74
	258/Kha	0	13	38
	257/Kha	0	24	74
	314/Kha	0	13	51
	313/Kha	0	6	69
	315/Kha	0	2	27
	336/Kha	0	10	17
	337/Kha	0	15	25
	339/Kha	0	15	12
	376/Kha	0	16	06
	379/Kha	0	0	94
	377/Kha	0	2	41
	378/Kha	0	9	63

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT I

G.G.S.

State : Assam	District : Golaghat	Taluk : Borpathar		
1	2	3	4	5
Amguri	301/Kha	0	4	82
Goan	56/Kha	0	6	02
	57/Kha	0	6	02
	303/Kha	0	14	58
	64/Kha	0	0	40
	63/Kha	0	4	28
	62/Kha	0	10	17
	133/Kha	0	29	30
	145/Kha	0	7	63
	302/Kha	0	12	44
	143/Kha	0	5	22
	156/Kha	0	6	29
	157/Kha	0	1	20
	197/Kha	0	11	37
	198/Kha	0	4	82
	205/Kha	0	4	95
	206/Kha	0	1	97
1 No. Tengra Jan	34/Kha	0	18	46
	33/Kha	0	4	82
	32/Kha	0	12	31
	31/Kha	0	10	01
	234/Kha	0	7	76
	233/Kha	0	1	07
	57/Kha	0	12	31
	51/Kha	0	12	31
	52/Kha	0	32	51
	54/Kha	0	8	30
	73/Kha	0	8	16
	75/Kha	0	8	30
	79/Kha	0	21	27
	78/Kha	0	12	71
	76/Kha	0	4	82
	117/Kha	0	2	54
	138/Kha	0	3	88

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT

G.G.S.

State : Assam	District : Golaghat	Taluk : Sarupathar		
Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
1 No. Raja Pukhuri	45/Kha	0	9	23
	53/Kha	0	6	29
	52/Kha	0	9	10
	54/Kha	0	0	80
	91/Kha	0	44	15
	90/Kha	0	0	67
	100/Kha	0	2	81
	101/Kha	0	0	94

1	2	3	4	5	1	2	3	4	5
1 No. Raja	139/Kha	0	5	49	1 No. Jamuguri	334/Kha	0	37	46
Pukhuri	138/Kha	0	1	34		335/Kha	0	34	65
	140/Kha	0	0	13	2 No. Jamuguri	312/Kha	0	1	33
	142/Kha	0	10	97	Gaon	313/Kha	0	0	80
	143/Kha	0	3	88		311/Kha	0	2	67
	171/Kha	0	27	70		310/Kha	0	6	02
	172/Kha	0	0	94		317/Kha	0	14	71
	192/Kha	0	14	85		453/Kha	0	2	00
	191/Kha	0	4	15		319/Kha	0	16	05
	190/Kha	0	0	27		318/Kha	0	1	47
	219/Kha	0	4	68		346/Kha	0	9	90
	441/Kha	0	0	27		302/Kha	0	2	94
	440/Kha	0	18	46		320/Kha	0	1	73
	444/Kha	0	24	49		321/Kha	0	2	80
	442/Kha	0	6	96		297/Kha	0	8	16
	443/Kha	0	17	39		296/Kha	0	6	69
	489/Kha	0	17	93		295/Kha	0	6	02
ROU FROM BORHOLLA G.G.S. TO KHORAGHAT						287/Kha	0	3	21
G.G.S.						412/Kha	0	2	94
State : Assam	District : Golaghat	Taluk : Ghiladhari				288/Kha	0	1	87
Village	Survey No.	Hector	Are	Centiare		285/Kha	0	4	54
1	2	3	4	5		330/Kha	0	43	61
2 No. Borjan Gaon	28/Kha	0	2	94		283/Kha	0	9	09
	27/Kha	0	1	73		284/Kha	0	0	80
	26/Kha	0	8	83		277/Kha	0	8	69
	51/Kha	0	14	04		440/Kha	0	0	26
	50/Kha	0	6	69		261/Kha	0	1	87
	468/Kha	0	5	35		331/Kha	0	0	93
	52/Kha	0	2	14		260/Kha	0	2	80
	104/Kha	0	2	00		258/Kha	0	10	30
	53/Kha	0	35	99		437/Kha	0	13	11
	57/Kha	0	2	27		255/Kha	0	1	20
	470/Kha	0	12	57		385/Kha	0	12	71
	95/Kha	0	11	64		420/Kha	0	5	35
	94/Kha	0	0	40		370/Kha	0	2	54
	137/Kha	0	32	62		399/Kha	0	5	75
	134/Kha	0	53	52		345/Kha	0	5	48
	135/Kha	0	5	88		245/Kha	0	2	80
	132/Kha	0	29	43		373/Kha	0	11	23
	469/Kha	0	2	94		434/Kha	0	2	35
	163/Kha	0	14	98		374/Kha	0	2	00
	476/Kha	0	4	14		372/Kha	0	2	94
	475/Kha	0	11	77		371/Kha	0	3	88
	201/Kha	0	0	26		42/Kha	0	2	14
	457/Kha	0	7	76		43/Kha	0	10	03
	453/Kha	0	15	65		41/Kha	0	10	97
	202/Kha	0	5	35		377/Kha	0	0	26
	205/Kha	0	17	66		150/Kha	0	8	83
	204/Kha	0	0	13		40/Kha	0	0	80
	253/Kha	0	4	54					
					Mati Khola Gaon	96/Kha	0	4	14
						93/Kha	0	12	04
						97/Kha	0	9	76

1	2	3	4	5
Moti Khola Gaon	98/Kha	0	4	54
	322/Kha	0	0	40
	99/Kha	0	19	93
	105/Kha	0	0	26
	103/Kha	0	3	61
	167/Kha	0	3	61
	164/Kha	0	3	34
	163/Kha	0	13	64
	318/Kha	0	0	53
	187/Kha	0	1	33
	157/Kha	0	0	13
	188/Kha	0	6	82
	189/Kha	0	0	26
	190/Kha	0	0	80
	191/Kha	0	2	94
	192/Kha	0	1	87
	193/Kha	0	2	94
	195/Kha	0	5	48
	245/Kha	0	3	61
	244/Kha	0	2	94
	241/Kha	0	10	83
	216/Kha	0	0	93
	240/Kha	0	7	09
	289/Kha	0	10	97
	281/Kha	0	0	40
	282/Kha	0	4	68
	302/Kha	0	2	94
	301/Kha	0	7	22
	299/Kha	0	10	83
	298/Kha	0	2	67
	294/Kha	0	0	13
	296/Kha	0	2	14
	29/Kha	0	2	67

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
I No. Her Heri Gaon	81/Kha	0	21	81
	82/Kha	0	30	11
	210/Kha	0	0	27
	209/Kha	0	10	17
	283/Kha	0	6	42
	86/Kha	0	3	61
	94/Kha	1	40	54
	87/Kha	0	3	88
	88/Kha	0	51	78
	91/Kha	0	3	35
	145/Kha	0	20	20
	38/Kha	0	1	07
	147/Kha	0	19	13
	152/Kha	0	5	22

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Sarupathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
2 No. Raja Pukhuri	340/Kha	0	4	55
	341/Kha	0	21	01
	342/Kha	0	11	24
	356/Kha	0	8	30
	343/Kha	0	14	18
	355/Kha	0	8	30
	360/Kha	0	23	28
	359/Kha	0	17	26
	399/Kha	0	14	72
	401/Kha	0	3	35
	402/Kha	0	0	40
	403/Kha	0	19	00
	407/Kha	0	1	34
	405/Kha	0	7	76
	404/Kha	0	12	58
	436/Kha	0	0	54
	437/Kha	0	8	96
	438/Kha	0	7	36
	455/Kha	0	10	30
	446/Kha	0	7	23
	447/Kha	0	7	09
	448/Kha	0	7	36
	449/Kha	0	7	49
	450/Kha	0	7	89
	463/Kha	0	0	40
	462/Kha	0	4	68
	465/Kha	0	3	35
	459/Kha	0	6	02
	460/Kha	0	9	63
	461/Kha	0	8	43

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Baramukhia Gaon	171/Kha	0	12	58
	170/Kha	0	6	96
	169/Kha	0	3	75
	168/Kha	0	15	12
	155/Kha	0	6	29
	153/Kha	0	8	96
	152/Kha	0	12	04
	115/Kha	0	44	42
	150/Kha	0	0	13
	144/Kha	0	4	42
	145/Kha	0	0	40
	149/Kha	0	0	13
	116/Kha	0	29	03

1	2	3	4	5
Baramukhia	117/Kha	0	5	22
Gaon	101/Kha	0	11	51
	122/Kha	0	1	47
	121/Kha	0	11	77
	90/Kha	0	0	94
1 No. Her Heri	196/Kha	0	4	01
Gaon	195/Kha	0	3	88
	194/Kha	0	4	68
	191/Kha	0	8	16
	183/Kha	0	25	69
	180/Kha	0	9	50
	179/Kha	0	1	47
	176/Kha	0	3	08
	175/Kha	0	0	40
	177/Kha	0	2	41
	173/Kha	0	0	40
	170/Kha	0	8	56
	171/Kha	0	2	94
	169/Kha	0	0	94
	168/Kha	0	7	49
	165/Kha	0	12	18

ROU FROM BORHOLLA G.G.S. TO KHORAGHAT
G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhari

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Malahani	74/Kha	0	0	93
Toop Gaon	75/Kha	0	1	20
	116/Kha	0	16	05
	117/Kha	0	2	94
	120/Kha	0	6	55
	211/Kha	0	12	04
	144/Kha	0	5	21
	121/Kha	0	16	32
	140/Kha	0	2	00
	131/Kha	0	11	23
	130/Kha	0	23	81
	133/Kha	0	6	02
	135/Kha	0	25	42
Kachari Chock	33/Kha	0	8	29
Gaon	32/Kha	0	1	47
	35/Kha	0	67	43
	28/Kha	0	1	47
	27/Kha	0	0	66
Doyang Forest	Kha	02	69	07
Reserve	Part			

[No. G.-12016/4/2006-ONG/D-III]

P. BANWARI, Under Secy.

नई दिल्ली, 18 अप्रैल, 2006

का.अ. 1616—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि असम राज्य में जी.जी.एस. गोलाघाट से बोरहोला जी.जी.एस. तक पेट्रोलियम उत्पादों के परिवहन के लिए ऑयल एण्ड नेचुरल गैस कारपोरेशन लि. द्वारा एक पाइपलाइन बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त भूमि में हितबद्ध है, उस तारीख से जिसको राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतिया साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के लिये भूमि उपयोग के अधिकार अर्जन के सम्बन्ध में समक्ष प्राधिकारी, ऑयल एण्ड नेचुरल गैस कारपोरेशन लिमिटेड, भूमि अधिग्रहण विभाग, धन श्री भवन असम एवं असम अराकान बेसिन, चिनेमरा, जोरहाट-758704 असम को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

बोरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की
ट्रंक पाइपलाइन

राज्य : असम	जिला : गोलाघाट	तालुक : वरपथार		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टीअर
1	2	3	4	5
पाभजान गांव	427/ख	0	11	37
	426/ख	0	13	78
	428/ख	0	3	88
	425/ख	0	10	84
	424/ख	0	4	42
	423/ख	0	12	71
	432/ख	0	28	90
	434/ख	0	2	81
	436/ख	0	14	72
	437/ख	0	6	15
	447/ख	0	4	55
	448/ख	0	6	96
	479/ख	0	3	61

1	2	3	4	5
पाभजान गांव	473/ख	0	8	43
—(जारी)	474/ख	0	2	00
	472/ख	0	9	63
	471/ख	0	6	82
	470/ख	0	3	61
	469/ख	0	5	22
	468/ख	0	6	02
	467/ख	0	6	42
	466/ख	0	6	56
	464/ख	0	6	40
	456/ख	0	6	29
	462/ख	0	8	43
	457/ख	0	9	77
	458/ख	0	5	75
	459/ख	0	6	82
जालजारी गांव	149/ख	0	13	51
	148/ख	0	2	41
	168/ख	0	8	30
	166/ख	0	12	58
	177/ख	0	10	17
	163/ख	0	0	13
	179/ख	0	6	69
	181/ख	0	11	24
	204/ख	0	3	75
	182/ख	0	10	84
	183/ख	0	1	20
	201/ख	0	3	21
	202/ख	0	7	36
	200/ख	0	3	48
	187/ख	0	1	20
	199/ख	0	4	01
	7/ख	0	1	87
	215/ख	0	2	81
	216/ख	0	10	57
	223/ख	0	8	30
	218/ख	0	0	40
	217/ख	0	0	13
	219/ख	0	8	56
	256/ख	0	12	04
	255/ख	0	19	00
	252/ख	0	2	01
	253/ख	0	0	54
	435/ख	0	7	89
	254/ख	0	5	22
	262/ख	0	1	20
	264/ख	0	0	80
	265/ख	0	1	34
	383/ख	0	16	46

1	2	3	4	5
जालजारी गांव	382/ख	0	22	08
(जारी)	381/ख	0	17	93
	380/ख	0	10	30
	379/ख	0	5	22
	407/ख	0	6	96
	382/ख	0	0	67
	408/ख	0	12	31

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइपलाइन

राज्य : असम

जिला : गोलाघाट

तालुक : धीलाधारी

ग्राम	सर्वे सं.	हेक्टर	ऐयर	सेन्टीअर
1	2	3	4	5
मकरंग पठार गांव	44/ख	0	1	47
	45/ख	0	6	69
	46/ख	0	0	13
	47/ख	0	6	69
	48/ख	0	2	14
	51/ख	0	58	47
	53/ख	0	23	01
	50/ख	0	1	20
	1/ख	0	1	47
नगरा बागान	130/ख	01	40	22
	133/ख	01	06	50

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइपलाइन

राज्य : असम

जिला : गोलाघाट

तालुक : वरपथार

ग्राम	सर्वे सं.	हेक्टर	ऐयर	सेन्टीअर
1	2	3	4	5
चांगपुल गांव	139/ख	0	6	02
	150/ख	0	12	04
लाम्थाजान गांव	187/ख	0	12	71
	188/ख	0	3	35
	189/ख	0	21	68
	209/ख	0	6	02
	199/ख	0	19	53
	200/ख	0	14	72
	298/ख	0	0	27
	201/ख	0	22	75
	202/ख	0	0	27
वारमुखीया गांव	171/ख	0	12	58
	170/ख	0	6	96
	169/ख	0	3	75
	168/ख	0	15	12
	155/ख	0	6	29
	153/ख	0	8	96

1	2	3	4	5
वारमुखीया गांव (जारी)	152/ख	0	12	04
	115/ख	0	44	42
	150/ख	0	0	13
	144/ख	0	4	42
	145/ख	0	0	40
	149/ख	0	0	13
	116/ख	0	29	03
	117/ख	0	5	22
	101/ख	0	11	51
	122/ख	0	1	47
	121/ख	0	11	77
	90/ख	0	0	94
	70/ख	0	0	27
	69/ख	0	13	92
	68/ख	0	10	44
	67/ख	0	11	24
	240/ख	0	1	87
	241/ख	0	0	94
	242/ख	0	19	27
	243/ख	0	4	15
	250/ख	0	10	70
	251/ख	0	2	81
	252/ख	0	4	55
	290/ख	0	9	37
	289/ख	0	2	27
	279/ख	0	2	68
	288/ख	0	4	82
	287/ख	0	16	59
	286/ख	0	14	18
	285/ख	0	17	26
	284/ख	0	10	17
	283/ख	0	8	30
	282/ख	0	10	44

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

द्विष्य पादपलाइन

राज्य : असम

जिला : गोलामाद

तालुक : श्रीलाधारी

ग्राम	सर्वे सं.	हेक्टर	ऐयर	सेन्टीअर
1	2	3	4	5
उसा बागान	384/ख	0	18	33
	386/ख	0	6	95
	401/ख	0	62	35
	404/ख	0	2	40
	402/ख	0	1	20
	139/ख	0	2	40
	385/ख	0	22	42
	299/ख	0	19	53
	578/ख	0	19	53
	477/ख	01	18	59

1	2	3	4	5
उसा बागान (जारी)	478/ख	0	7	76
	475/ख	0	20	73
	474/ख	0	8	96
	472/ख	0	1	60
	471/ख	0	24	88
नाहरजान ग्रान्ट	182/ख	0	0	80
	183/ख	0	12	84
	184/ख	0	1	87
	185/ख	0	3	34
	192/ख	0	16	72
	186/ख	0	15	11
	190/ख	0	13	64
	202/ख	0	14	18
	254/ख	0	11	64
	255/ख	0	0	93
	262/ख	0	4	14
	245/ख	0	11	10
	263/ख	0	25	95
	266/ख	0	1	33
	268/ख	0	1	60
	269/ख	0	3	47
	270/ख	0	2	00
	271/ख	0	1	33
	272/ख	0	3	07
	275/ख	0	4	68
	276/ख	0	3	07
	277/ख	0	4	14
	274/ख	0	7	62
	286/ख	0	0	26
	290/ख	0	22	61
	335/ख	0	1	07
	292/ख	0	0	66
	291/ख	0	8	96
	345/ख	0	2	54

बरहोला जि.जि.एस से खोरायाद जि.जि.एस, तक की

दांक पाइपलाइन

राज्य : असम

जिला : जोरहार

नालक : बरहोला

ग्राम	सर्वे सं.	हेक्टर	ऐयर	सेन्टीभर
1	2	3	4	5
न-गांव	306/ख	0	0	93
	203/ख	0	12	71
	204/ख	0	7	49
	201/ख	0	2	40
	200/ख	0	11	77
	212/ख	0	16	05
	209/ख	0	0	40
	213/ख	0	25	28
	219/ख	0	1	07

1	2	3	4	5
न.- गाँव (जारी)	220/ख	0	5	62
	221/ख	0	10	30
	86/ख	0	0	53

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम

जिला : गोलाघाट

तालुक : बरपथार

ग्राम	सर्वे सं.	हेक्टर	ऐयर	सेन्टीअर
गरगाँव	92/ख	0	9	63
	93/ख	0	12	31
	94/ख	0	21	01
	117/ख	0	14	58
	120/ख	0	8	70
	121/ख	0	7	35
	139/ख	0	9	90
	147/ख	0	1	34
	142/ख	0	22	08
	141/ख	0	15	65
	398/ख	0	0	54
	162/ख	0	3	35
	160/ख	0	26	89
	169/ख	0	5	08
	167/ख	0	7	23
	168/ख	0	4	68
	194/ख	0	23	01
	193/ख	0	9	37
द-पथार गाँव	5/ख	0	1	47
	1/ख	0	6	02
	3/ख	0	3	75
	18/ख	0	8	30
	19/ख	0	3	75
	20/ख	0	1	61
	21/ख	0	2	41
	22/ख	0	16	32
	33/ख	0	9	63
	37/ख	0	3	88
	38/ख	0	30	24
	73/ख	0	9	10
	76/ख	0	17	53
	77/ख	0	6	82
	80/ख	0	18	33
	101/ख	0	1	07
	102/ख	0	6	56
	103/ख	0	7	23
	104/ख	0	7	49
	109/ख	0	5	08

1	2	3	4	5
द-पथार गाँव (जारी)	110/ख	0	0	36
	137/ख	0	0	27
	138/ख	0	3	35
	139/ख	0	12	31
	140/ख	0	2	81
	141/ख	0	6	42
	142/ख	0	9	77
	153/ख	0	7	49
	152/ख	0	4	01
	151/ख	0	4	95
	177/ख	0	11	11

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइपलाइन

राज्य : असम

जिला : गोलाघाट

तालुक : घीलाधारी

ग्राम	सर्वे सं.	हेक्टर	ऐयर	सेन्टीअर
मातीखोला गाँव	96/ख	0	4	14
	93/ख	0	12	04
	97/ख	0	9	76
	98/ख	0	4	54
	322/ख	0	0	10
	99/ख	0	19	93
	105/ख	0	0	26
	103/ख	0	3	61
	167/ख	0	3	61
	164/ख	0	3	34
	163/ख	0	13	64
	318/ख	0	0	53
	195/ख	0	5	48
	245/ख	0	3	61
	244/ख	0	2	94
	241/ख	0	10	83
	216/ख	0	0	93
	240/ख	0	7	09
	239/ख	0	10	97
	281/ख	0	0	40
	282/ख	0	4	68
	302/ख	0	2	94
	301/ख	0	7	22
	299/ख	0	10	83
	298/ख	0	2	67
	294/ख	0	0	13
	296/ख	0	2	14
	297/ख	0	2	67

1	2	3	4	5
	187/ख	0	1	33
	157/ख	0	0	13
	188/ख	0	6	82
	189/ख	0	0	26
	190/ख	0	0	80
	191/ख	0	2	94
	192/ख	0	1	87
	193/ख	0	2	94

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम जिला : गोलाघाट तालुक : सरूपथार

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
रंगमा फारेष्ट रिजर्व	ख	16	65	14

मकरंग पठार गांव एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम जिला : गोलाघाट तालुक : भीलाधारी

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
मकरंग बागान	133/ख	0	2	94
	14/ख	0	41	21
	40/ख	0	2	27
	8/ख	0	8	02
	9/ख	0	12	71
	10/ख	0	13	78
	11/ख	0	12	97
	12/ख	0	11	50
	79/ख	0	2	27

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम जिला : गोलाघाट तालुक : वरपथार

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
वचापथार गाँउ	236/ख	0	3	08
	237/ख	0	3	48
	238/ख	0	10	44
	254/ख	0	3	21
	239/ख	0	9	10
	251/ख	0	0	54
	747/ख	0	5	75
	253/ख	0	13	92

1	2	3	4	5
	694/ख	0	18	60
	269/ख	0	14	32
	699/ख	0	2	54
	275/ख	0	7	76
	274/ख	0	0	94
	273/ख	0	17	26
	272/ख	0	3	75
	99/ख	0	1	07
	93/ख	0	26	63
	94/ख	0	6	02
	685/ख	0	4	68
	98/ख	0	18	06
	97/ख	0	21	81
	124/ख	0	3	75
	139/ख	0	14	99
	127/ख	0	0	80
	100/ख	0	1	07
	207/ख	0	15	79
	206/ख	0	2	27
	205/ख	0	18	06
	202/ख	0	6	56
	201/ख	0	14	99
	198/ख	0	11	24
	490/ख	0	7	36
	489/ख	0	21	01
	488/ख	0	9	77
	487/ख	0	6	42
	486/ख	0	7	09
	550/ख	0	6	15
	551/ख	0	7	76
	552/ख	0	7	89
	553/ख	0	10	44
	558/ख	0	4	95
	559/ख	0	5	49
	560/ख	0	19	94
	493/ख	0	1	47
	582/ख	0	14	32
	693/ख	0	7	89
	627/ख	0	3	21
	580/ख	0	4	15
	579/ख	0	7	36
	578/ख	0	7	23
	577/ख	0	8	30
	684/ख	0	7	49
	575/ख	0	2	81
	574/ख	0	4	68

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम	जिला : गोलाघाट	तालुक : घीलाधारी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
2 न. बरजान गाँउ	28/ख	0	2	94
	27/ख	0	1	73
	26/ख	0	8	83
	51/ख	0	14	04
	50/ख	0	6	69
	468/ख	0	5	35
	52/ख	0	2	14
	104/ख	0	2	00
	53/ख	0	35	99
	57/ख	0	2	27
	470/ख	0	12	57
	95/ख	0	11	04
	94/ख	0	0	40
	137/ख	0	32	62
	134/ख	0	53	53
	135/ख	0	5	88
	132/ख	0	29	43
	469/ख	0	2	94
	163/ख	0	14	98
	476/ख	0	4	14
	475/ख	0	11	77
	201/ख	0	0	26
	457/ख	0	7	76
	453/ख	0	15	65
	202/ख	0	5	35
	205/ख	0	17	66
	204/ख	0	0	13
	253/ख	0	4	54

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम	जिला : गोलाघाट	तालुक : सरुपथार		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
1 नं रत्ना पुखुरी	45/ख	0	9	23
	53/ख	0	6	29
	52/ख	0	9	10
	54/ख	0	0	80
	91/ख	0	44	15
	90/ख	0	0	67
	100/ख	0	2	81
	101/ख	0	0	94
	139/ख	0	5	49
	138/ख	0	1	34
	140/ख	0	0	13

1	2	3	4	5
	142/ख	0	10	97
	143/ख	0	3	88
	171/ख	0	27	70
	172/ख	0	0	94
	192/ख	0	14	85
	191/ख	0	4	15
	190/ख	0	0	27
	219/ख	0	4	68
	441/ख	0	0	27
	440/ख	0	18	46
	444/ख	0	24	49
	442/ख	0	6	96
	443/ख	0	17	39
	489/ख	0	17	93

बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम	जिला : गोलाघाट	तालुक : वरपधार		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
1 नं तेगारा जान	34/ख	0	18	46
	33/ख	0	4	82
	32/ख	0	12	31
	31/ख	0	10	97
	234/ख	0	7	76
	233/ख	0	1	07
	57/ख	0	7	49
	51/ख	0	12	31
	52/ख	0	32	51
	54/ख	0	8	30
	73/ख	0	8	16
	75/ख	0	8	30
	79/ख	0	21	27
	78/ख	0	12	71
	76/ख	0	4	82
	117/ख	0	2	54
	138/ख	0	3	88
आमगुरि गाँउ	301/ख	0	4	82
	56/ख	0	6	02
	57/ख	0	6	02
	303/ख	0	14	58
	64/ख	0	0	40
	63/ख	0	4	28
	62/ख	0	10	17
	133/ख	0	29	30
	145/ख	0	7	63
	302/ख	0	12	44
	143/ख	0	5	22
	156/ख	0	6	29

1	2	3	4	5	1	2	3	4	5
	157/ख	0	1	20		69/ख	0	12	58
	197/ख	0	11	37		75/ख	0	12	71
	198/ख	0	4	82		76/ख	0	8	96
	205/ख	0	4	95		77/ख	0	8	70
	206/ख	0	1	07		83/ख	0	13	92
बरहोला जि.जि.एस से खोराघाट जि.जि.एस. तक की						138/ख	0	12	98
ट्रंक पाइप लाइन:						139/ख	0	12	71
राज्य : असम	जिला : गोलाघाट	टालुक : सरुपथार				140/ख	0	2	27
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर		141/ख	0	2	41
1	2	3	4	5		142/ख	0	2	94
2 नं. राजा पुखुरी	340/ख	0	4	55		143/ख	0	1	87
	341/ख	0	21	01		144/ख	0	3	08
	342/ख	0	11	24		145/ख	0	7	09
	356/ख	0	8	30		213/ख	0	4	95
	343/ख	0	14	18		214/ख	0	17	26
	355/ख	0	8	30		215/ख	0	8	16
	360/ख	0	23	28		216/ख	0	10	97
	359/ख	0	17	26		259/ख	0	10	44
	399/ख	0	14	72		260/ख	0	1	74
	401/ख	0	3	35		258/ख	0	13	38
	402/ख	0	0	40		257/ख	0	24	74
	403/ख	0	19	00		314/ख	0	13	51
	407/ख	0	1	34		313/ख	0	6	69
	405/ख	0	7	76		315/ख	0	2	27
	404/ख	0	12	58		336/ख	0	10	17
	436/ख	0	0	54		337/ख	0	15	25
	437/ख	0	8	96		339/ख	0	15	12
	438/ख	0	7	36		376/ख	0	16	06
	445/ख	0	10	30		379/ख	0	0	94
	446/ख	0	7	23		377/ख	0	2	41
	447/ख	0	7	09		378/ख	0	9	63
	448/ख	0	7	36	2 नं. जामुगुरी गाँव	288/ख	0	1	87
	449/ख	0	7	49		285/ख	0	4	54
	450/ख	0	7	89		330/ख	0	43	61
	463/ख	0	0	40		283/ख	0	9	09
	462/ख	0	4	68		284/ख	0	0	80
	465/ख	0	3	35		277/ख	0	8	69
	459/ख	0	6	02		440/ख	0	0	26
	460/ख	0	9	63		261/ख	0	1	87
	461/ख	0	8	43		331/ख	0	0	93
काचमारी	6/ख	0	28	10		260/ख	0	2	80
	7/ख	0	17	80		258/ख	0	10	30
	8/ख	0	17	13		437/ख	0	13	11
	9/ख	0	13	51		255/ख	0	1	20
	10/ख	0	10	30		385/ख	0	12	71
	12/ख	0	4	95		420/ख	0	5	35
	17/ख	0	8	56		370/ख	0	2	54
	18/ख	0	12	71		399/ख	0	5	75
	68/ख	0	16	46		345/ख	0	5	48
						245/ख	0	2	80

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम

जिला : गोलाघाट

तालुक : बीलाधारी

ग्राम	सर्वे नम्बर	हेक्टर	एरे सेंटीअर	
1	2	3	4	5
2 नं. जामुगुरी गांव	312/ख	0	1	33
	313/ख	0	0	80
	311/ख	0	2	67
	310/ख	0	6	02
	317/ख	0	14	71
	453/ख	0	2	00
	319/ख	0	16	05
	318/ख	0	1	47
	346/ख	0	9	90
	302/ख	0	2	94
	320/ख	0	1	73
	321/ख	0	2	80
	297/ख	0	8	16
	296/ख	0	6	69
	295/ख	0	6	02
	287/ख	0	3	21
	412/ख	0	2	94
	373/ख	0	11	23
	184/ख	0	7	35
	374/ख	0	2	00
	372/ख	0	2	94
	371/ख	0	3	88
	42/ख	0	2	14
	43/ख	0	10	03
	41/ख	0	10	97
	377/ख	0	0	26
	150/ख	0	8	83
	40/ख	0	0	80
1 नं. जामुगुरी गांव	334/ख	0	37	46
	335/ख	0	34	65

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन:

राज्य : असम

जिला : गोलाघाट

तालुक : बरपथार

ग्राम	सर्वे नम्बर	हेक्टर	एरे सेंटीअर	
1	2	3	4	5
1 नं. हेर हेरी गांव	81/ख	0	21	81
	82/ख	0	30	11
	210/ख	0	0	27
	209/ख	0	10	17
	283/ख	0	6	42
	86/ख	0	3	61
	94/ख	0	40	54
	87/ख	0	3	88

1	2	3	4	5
1 नं. हेर हेरी गांव	88/ख	0	51	78
	91/ख	0	3	35
	145/ख	0	20	20
	38/ख	0	1	07
	147/ख	0	19	13
	152/ख	0	5	22
	196/ख	0	4	01
	195/ख	0	3	88
	194/ख	0	4	68
	191/ख		8	16
	183/ख	0	25	69
	180/ख	0	9	50
	179/ख	0	1	47
	176/ख	0	3	08
	175/ख	0	0	40
	177/ख	0	2	41
	173/ख	0	0	40
	170/ख	0	8	56
	171/ख	0	2	94
	169/ख	0	0	94
	168/ख	0	7	49
	165/ख	0	12	18

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम

जिला : गोलाघाट

तालुक : बीलाधारी

ग्राम	सर्वे नम्बर	हेक्टर	एरे सेंटीअर	
1	2	3	4	5
मालाहानी तुप गांव	74/ख	0	0	93
	75/ख	0	1	20
	116/ख	0	16	05
	117/ख	0	2	94
	120/ख	0	6	55
	211/ख	0	12	04
	144/ख	0	5	21
	121/ख	0	16	32
	140/ख	0	2	00
	131/ख	0	11	23
	130/ख	0	23	81
	133/ख	0	6	02
	135/ख	0	25	42
काचारी चक गांव	33/ख	0	8	29
	32/ख	0	1	47
	35/ख	0	67	43
	28/ख	0	1	47
	27/ख	0	0	66
हातीगंघ मातिखला	365/ख	0	0	26
	366/ख	0	0	40

1	2	3	4	5
हातीगंठ भातिखला	369/ख	0	0	93
—जारी	368/ख	0	9	76
	367/ख	0	16	45
	373/ख	0	12	71
	354/ख	0	12	04
	376/ख	0	2	80

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम	जिला : गोलाघाट	तालुक : वरपथार		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
चियाकाली पथार गांव	7/ख	0	8	70
	11/ख	0	4	82
	12/ख	0	4	01
	13/ख	0	9	77
	15/ख	0	2	68
	18/ख	0	15	65
	19/ख	0	8	30
	24/ख	0	29	17
	21/ख	0	4	55
	23/ख	0	4	42
	47/ख	0	11	64
	48/ख	0	7	89
	74/ख	0	9	37
	75/ख	0	9	23
	46/ख	0	62	62
	77/ख	0	4	15
	82/ख	0	12	84
	7/ख	0	8	70
	11/ख	0	4	82
	12/ख	0	4	01
	13/ख	0	9	77
	15/ख	0	2	68
	18/ख	0	15	65
	19/ख	0	8	30
	24/ख	0	29	17
	21/ख	0	4	55
	23/ख	0	4	42
	47/ख	0	11	64
	48/ख	0	7	89
	74/ख	0	9	37
	75/ख	0	9	23
	46/ख	0	62	62
	77/ख	0	4	15
	82/ख	0	12	84

मकरंग पठार गांव एस से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम	जिला : गोलाघाट	तालुक : घीलाधारी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
दोयांग फोरस्स रिजर्व ख/शाखा		02	69	07

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम	जिला : गोलाघाट	तालुक : वरपथार		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
खारुला	120/ख	0	2	81
	123/ख	0	19	27
	454/ख	0	0	40
	137/ख	0	17	66
	126/ख	0	0	13
	125/ख	0	15	79
	456/ख	0	5	75
	376/ख	0	3	75
	140/ख	0	7	49
	378/ख	0	33	45
	377/ख	0	2	41
	201/ख	0	9	90
	207/ख	0	1	20
	206/ख	0	5	49
	208/ख	0	9	77
	245/ख	0	1	20
	242/ख	0	13	51
	241/ख	0	53	39
	233/ख	0	0	27
	473/ख	0	0	13
	466/ख	0	20	34
	238/ख	0	11	37

बरहोला जि.जि.एस. से खोराघाट जि.जि.एस. तक की

ट्रंक पाइप लाइन

राज्य : असम	जिला : गोलाघाट	तालुक : घीलाधारी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिअर
1	2	3	4	5
न. बरझान गांव	54/ख	0	0	93
	27/ख	0	12	71
	11/ख	0	0	53
	12/ख	0	9	36
	13/ख	0	10	16
	10/ख	0	0	26
	9/ख	0	3	88
	14/ख	0	5	21
	22/ख	0	7	22
	15/ख	0	2	94
	16/ख	0	6	69
	17/ख	0	4	01
	19/ख	0	4	01
	18/ख	0	8	56

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Changpul Gaon	139/Kha	0	6	02
	150/Kha	0	12	04
Langthajan Gaon	187/Kha	0	12	71
	188/Kha	0	3	35
	189/Kha	0	21	68
	209/Kha	0	6	02
	199/Kha	0	19	53
	200/Kha	0	14	72
	298/Kha	0	0	27
	201/Kha	0	22	75
	202/Kha	0	0	27
Baramukhia Gaon	171/Kha	0	12	58
	170/Kha	0	6	96
	169/Kha	0	3	75
	168/Kha	0	15	12
	155/Kha	0	6	29
	153/Kha	0	8	96
	152/Kha	0	12	04
	115/Kha	0	44	42
	150/Kha	0	0	13
	144/Kha	0	4	42
	145/Kha	0	0	40
	149/Kha	0	0	13
	116/Kha	0	29	03
	117/Kha	0	5	22
	101/Kha	0	11	51
	122/Kha	0	1	47
	121/Kha	0	11	77
	90/Kha	0	0	94
	70/Kha	0	0	27
	69/Kha	0	13	92
	68/Kha	0	10	44
	67/Kha	0	11	24
	240/Kha	0	1	87
	241/Kha	0	0	94
	242/Kha	0	19	27
	243/Kha	0	4	15
	250/Kha	0	10	70
	251/Kha	0	2	81
	252/Kha	0	4	55
	290/Kha	0	9	37
	289/Kha	0	2	27
	279/Kha	0	2	68
	288/Kha	0	4	82
	287/Kha	0	16	59
	286/Kha	0	14	18
	285/Kha	0	17	26
	284/Kha	0	10	17
	283/Kha	0	8	30
	282/Kha	0	10	44

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhari

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Usha Bagan	384/Kha	0	18	33
	386/Kha	0	6	95
	401/Kha	0	62	35
	404/Kha	0	2	40
	402/Kha	0	1	20
	139/Kha	0	2	40
	385/Kha	1	22	42
	299/Kha	0	19	53
	578/Kha	0	19	53
	477/Kha	0	18	59
	478/Kha	0	7	76
	475/Kha	0	20	73
	474/Kha	0	8	96
	472/Kha	0	1	60
	471/Kha	0	24	88
Naharjan Grant	182/Kha	0	0	80
	183/Kha	0	12	84
	184/Kha	0	1	87
	185/Kha	0	3	34
	192/Kha	0	16	72
	186/Kha	0	15	11
	190/Kha	0	13	64
	202/Kha	0	14	18
	254/Kha	0	11	64
	255/Kha	0	0	93
	262/Kha	0	4	14
	245/Kha	0	11	10
	263/Kha	0	25	95
	266/Kha	0	1	33
	268/Kha	0	1	60
	269/Kha	0	3	47
	270/Kha	0	2	00
	271/Kha	0	1	33
	272/Kha	0	3	07
	273/Kha	0	4	68
	276/Kha	0	3	07
	277/Kha	0	4	14
	274/Kha	0	7	62
	286/Kha	0	0	26
	290/Kha	0	22	61
	335/Kha	0	1	07
	292/Kha	0	0	66
	291/Kha	0	8	96
	345/Kha	0	2	54
Na-Gaon	306/Kha	0	0	93
	203/Kha	0	12	71
	204/Kha	0	7	49
	201/Kha	0	2	40
	200/Kha	0	11	77
	212/Kha	0	16	05
	209/Kha	0	0	40
	213/Kha	0	25	28
	219/Kha	0	1	07
	220/Kha	0	5	62
	221/Kha	0	10	30
	86/Kha	0	0	53

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Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golabhat Taluk : Borpathar				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Gargaon	92/Kha	0	9	63
	93/Kha	0	12	31
	94/Kha	0	21	01
	117/Kha	0	14	58
	120/Kha	0	8	70
	121/Kha	0	7	35
	139/Kha	0	9	90
	147/Kha	0	1	34
	142/Kha	0	22	08
	141/Kha	0	15	65
	398/Kha	0	0	54
	162/Kha	0	3	35
	160/Kha	0	26	89
	169/Kha	0	5	08
	167/Kha	0	7	23
	168/Kha	0	4	68
	194/Kha	0	23	01
	193/Kha	0	9	37
Da-Pathar Gaon	5/Kha	0	1	47
	1/Kha	0	6	02
	3/Kha	0	3	75
	18/Kha	0	8	30
	19/Kha	0	3	75
	20/Kha	0	1	61
	21/Kha	0	2	41
	22/Kha	0	16	32
	33/Kha	0	9	63
	37/Kha	0	3	88
	38/Kha	0	30	24
	73/Kha	0	9	10
	76/Kha	0	17	53
	77/Kha	0	6	82
	80/Kha	0	18	33
	101/Kha	0	1	07
	102/Kha	0	6	56
	103/Kha	0	7	23
	104/Kha	0	7	49
	109/Kha	0	5	08
	110/Kha	0	0	36
	137/Kha	0	0	27
	138/Kha	0	3	35
	139/Kha	0	12	31
	140/Kha	0	2	81
	141/Kha	0	6	42
	142/Kha	0	9	77
	153/Kha	0	7	49
	152/Kha	0	4	01
	151/Kha	0	4	95
	177/Kha	0	11	11
Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golabhat Taluk : Borpathar				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Mati Khola Gaon	96/Kha	0	4	14
	93/Kha	0	12	04

1	2	3	4	5
Mati Khola Gaon	97/Kha	0	9	76
	98/Kha	0	4	54
—(Contd.)	322/Kha	0	0	10
	99/Kha	0	19	93
	105/Kha	0	0	26
	103/Kha	0	3	61
	167/Kha	0	3	61
	164/Kha	0	3	34
	163/Kha	0	13	64
	318/Kha	0	0	53
	187/Kha	0	1	33
	157/Kha	0	0	13
	188/Kha	0	6	82
	189/Kha	0	0	26
	190/Kha	0	0	80
	191/Kha	0	2	94
	192/Kha	0	1	87
	193/Kha	0	2	94
	195/Kha	0	5	48
	245/Kha	0	3	61
	244/Kha	0	2	94
	241/Kha	0	10	83
	216/Kha	0	0	93
	240/Kha	0	7	09
	239/Kha	0	10	97
	281/Kha	0	0	40
	282/Kha	0	4	68
	302/Kha	0	2	94
	301/Kha	0	7	22
	299/Kha	0	10	83
	298/Kha	0	2	67
	294/Kha	0	0	13
	296/Kha	0	2	14
	297/Kha	0	2	67

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golabhat Taluk : Sarupathar				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Rengma Forest Reserve	Kha	16	65	14
Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golabhat Taluk : Ghiladhari				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Mokrong Bagan	133/Kha	0	2	94
	14/Kha	0	41	21
	40/Kha	0	2	27
	8/Kha	0	8	02
	9/Kha	0	12	71
	10/Kha	0	13	78
	11/Kha	0	12	97
	12/Kha	0	11	50
	79/Kha	0	2	27

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Basapathar Gaon	236/Kha	0	3	08
	237/Kha	0	3	48
	238/Kha	0	10	44
	254/Kha	0	3	21
	239/Kha	0	9	10
	251/Kha	0	0	54
	747/Kha	0	5	75
	253/Kha	0	13	92
	694/Kha	0	18	60
	269/Kha	0	14	32
	699/Kha	0	2	54
	275/Kha	0	7	76
	274/Kha	0	0	94
	273/Kha	0	17	26
	272/Kha	0	3	75
	99/Kha	0	1	07
	93/Kha	0	26	63
	94/Kha	0	6	02
	685/Kha	0	4	68
	98/Kha	0	18	06
	97/Kha	0	21	81
	124/Kha	0	3	75
	139/Kha	0	14	99
	127/Kha	0	0	80
	100/Kha	0	1	07
	207/Kha	0	15	79
	206/Kha	0	2	27
	205/Kha	0	18	06
	202/Kha	0	6	56
	201/Kha	0	14	99
	198/Kha	0	11	24
	490/Kha	0	7	36
	489/Kha	0	21	01
	488/Kha	0	9	77
	487/Kha	0	6	42
	486/Kha	0	7	09
	550/Kha	0	6	15
	551/Kha	0	7	76
	552/Kha	0	7	89
	553/Kha	0	10	44
	558/Kha	0	4	95
	559/Kha	0	5	49
	560/Kha	0	19	94
	493/Kha	0	1	47
	582/Kha	0	14	32
	693/Kha	0	7	89
	627/Kha	0	3	21
	580/Kha	0	4	15
	579/Kha	0	7	36
	578/Kha	0	7	23
	577/Kha	0	8	30
	684/Kha	0	7	49
	575/Kha	0	2	81
	574/Kha	0	4	68

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhari

Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
2 No. Borjan Gaon	28/Kha	0	2	94
	27/Kha	0	1	73
	26/Kha	0	8	83
	51/Kha	0	14	04
	50/Kha	0	6	69
	468/Kha	0	5	35
	52/Kha	0	2	14
	104/Kha	0	2	00
	53/Kha	0	35	99
	57/Kha	0	2	27
	470/Kha	0	12	57
	95/Kha	0	11	64
	94/Kha	0	0	40
	137/Kha	0	32	62
	134/Kha	0	53	52
	135/Kha	0	5	88
	132/Kha	0	29	43
	469/Kha	0	2	94
	163/Kha	0	14	98
	476/Kha	0	4	14
	475/Kha	0	11	77
	201/Kha	0	0	26
	457/Kha	0	7	76
	453/Kha	0	15	65
	202/Kha	0	5	35
	205/Kha	0	17	66
	204/Kha	0	0	13
	253/Kha	0	4	54

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Sarupathar

Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
1 No. Raja Pukhuri	45/Kha	0	9	23
	53/Kha	0	6	29
	52/Kha	0	9	10
	54/Kha	0	0	80
	91/Kha	0	44	15
	90/Kha	0	0	67
	100/Kha	0	2	81
	101/Kha	0	0	94
	139/Kha	0	5	49
	138/Kha	0	1	34
	140/Kha	0	0	13
	142/Kha	0	10	97

1	2	3	4	5
1 No. Raja	143/Kha	0	3	88
Pukhuri	171/Kha	0	27	70
—(Contd.)	172/Kha	0	0	94
	192/Kha	0	14	85
	191/Kha	0	4	15
	190/Kha	0	0	27
	219/Kha	0	4	68
	441/Kha	0	0	27
	440/Kha	0	18	46
	444/Kha	0	24	49
	442/Kha	0	6	96
	443/Kha	0	17	39
	489/Kha	0	17	93

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
1 No. Tengra Jan	34/Kha	0	18	46
	33/Kha	0	4	82
	32/Kha	0	12	31
	31/Kha	0	10	97
	234/Kha	0	7	76
	233/Kha	0	1	07
	57/Kha	0	7	49
	51/Kha	0	12	31
	52/Kha	0	32	51
	54/Kha	0	8	30
	73/Kha	0	8	16
	75/Kha	0	8	30
	79/Kha	0	21	27
	78/Kha	0	12	71
	76/Kha	0	4	82
	117/Kha	0	2	54
	138/Kha	0	3	88
Amguri Gaon	301/Kha	0	4	82
	56/Kha	0	6	02
	57/Kha	0	6	02
	303/Kha	0	14	58
	64/Kha	0	0	40
	63/Kha	0	4	28
	62/Kha	0	10	17
	133/Kha	0	29	30
	145/Kha	0	7	63
	302/Kha	0	12	44
	143/Kha	0	5	22
	156/Kha	0	6	29
	157/Kha	0	1	20

1	2	3	4	5
Amguri Gaon	197/Kha	0	11	37
—(Contd.)	198/Kha	0	4	82
	205/Kha	0	4	95
	206/Kha	0	1	07

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Sarupathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
2 No. Raja	340/Kha	0	4	55
Pukhuri	341/Kha	0	21	01
	342/Kha	0	11	24
	356/Kha	0	8	30
	343/Kha	0	14	18
	355/Kha	0	8	30
	360/Kha	0	23	28
	359/Kha	0	17	26
	399/Kha	0	14	72
	401/Kha	0	3	35
	402/Kha	0	0	40
	403/Kha	0	19	00
	407/Kha	0	1	34
	405/Kha	0	7	76
	404/Kha	0	12	58
	436/Kha	0	0	54
	437/Kha	0	8	96
	438/Kha	0	7	36
	445/Kha	0	10	30
	446/Kha	0	7	23
	447/Kha	0	7	09
	448/Kha	0	7	36
	449/Kha	0	7	49
	450/Kha	0	7	89
	463/Kha	0	0	40
	462/Kha	0	4	68
	465/Kha	0	3	35
	459/Kha	0	6	02
	460/Kha	0	9	63
	461/Kha	0	8	43
Kachamari Gaon	6/Kha	0	28	10
	7/Kha	0	17	80
	8/Kha	0	17	13
	9/Kha	0	13	51
	10/Kha	0	10	30
	12/Kha	0	4	95
	17/Kha	0	8	56
	18/Kha	0	12	71
	68/Kha	0	16	46

1	2	3	4	5
Kachamari Gaon	69/Kha	0	12	58
—Contd.)	75/Kha	0	12	71
	76/Kha	0	8	96
	77/Kha	0	8	70
	83/Kha	0	13	92
	138/Kha	0	12	98
	139/Kha	0	12	71
	140/Kha	0	2	27
	141/Kha	0	2	41
	142/Kha	0	2	94
	143/Kha	0	1	87
	144/Kha	0	3	08
	145/Kha	0	7	09
	213/Kha	0	4	95
	214/Kha	0	17	26
	215/Kha	0	8	16
	216/Kha	0	10	97
	259/Kha	0	10	44
	260/Kha	0	1	74
	258/Kha	0	13	38
	257/Kha	0	24	74
	314/Kha	0	13	51
	313/Kha	0	6	69
	315/Kha	0	2	27
	336/Kha	0	10	17
	337/Kha	0	15	25
	339/Kha	0	15	12
	376/Kha	0	16	06
	379/Kha	0	0	94
	377/Kha	0	2	41
	378/Kha	0	9	63
2 No. Jamuguri	288/Kha	0	1	87
Gaon	285/Kha	0	4	54
	330/Kha	0	43	61
	283/Kha	0	9	09
	284/Kha	0	0	80
	277/Kha	0	8	69
	440/Kha	0	0	26
	261/Kha	0	1	87
	331/Kha	0	0	93
	260/Kha	0	2	80
	258/Kha	0	10	30
	437/Kha	0	13	1
	255/Kha	0	1	20
	385/Kha	0	12	71
	420/Kha	0	5	35
	370/Kha	0	2	54
	399/Kha	0	5	75
	345/Kha	0	5	48
	245/Kha	0	2	80

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golaghat Taluk : Ghiladhari				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
2 No. Jamuguri Gaon	312/Kha	0	1	33
	313/Kha	0	0	80
	311/Kha	0	2	67
	310/Kha	0	6	02
	317/Kha	0	14	71
	453/Kha	0	2	00
	319/Kha	0	16	05
	318/Kha	0	1	47
	346/Kha	0	9	90
	302/Kha	0	2	94
	320/Kha	0	1	73
	321/Kha	0	2	80
	297/Kha	0	8	16
	296/Kha	0	6	69
	295/Kha	0	6	02
	287/Kha	0	3	21
	412/Kha	0	2	94
	373/Kha	0	11	23
	434/Kha	0	7	35
	374/Kha	0	2	00
	372/Kha	0	2	94
	371/Kha	0	3	88
	42/Kha	0	2	14
	43/Kha	0	10	03
	41/Kha	0	10	97
	377/Kha	0	0	26
1 No. Jamuguri	150/Kha	0	8	83
	40/Kha	0	0	80
	334/Kha	0	37	46
	335/Kha	0	34	65

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golaghat Taluk : Borpathar				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
1 No. Her Heri Gaon	81/Kha	0	21	81
	82/Kha	0	30	11
	210/Kha	0	0	27
	209/Kha	0	10	17
	283/Kha	0	6	42
	86/Kha	0	3	61
	94/Kha	0	40	54
	87/Kha	0	3	88
	88/Kha	0	51	78
	91/Kha	0	3	35
	145/Kha	0	20	20

1	2	3	4	5
1 No. Her Heri	38/Kha	0	1	07
Goan	147/Kha	0	19	13
	152/Kha	0	5	22
	196/Kha	0	4	01
	195/Kha	0	3	88
	194/Kha	0	4	68
	191/Kha	0	8	16
	183/Kha	0	25	69
	180/Kha	0	9	50
	179/Kha	0	1	47
	176/Kha	0	3	08
	175/Kha	0	0	40
	177/Kha	0	2	41
	173/Kha	0	0	40
	170/Kha	0	8	56
	171/Kha	0	2	94
	169/Kha	0	0	94
	168/Kha	0	7	49
	165/Kha	0	12	18
Malahani Toop	74/Kha	0	0	93
Gaon	75/Kha	0	1	20
	116/Kha	0	16	05
	117/Kha	0	2	94
	120/Kha	0	6	55
	211/Kha	0	12	04
	144/Kha	0	5	21
	121/Kha	0	16	32
	140/Kha	0	2	00
	131/Kha	0	11	23
	130/Kha	0	23	81
	133/Kha	0	6	02
	135/Kha	0	25	42
Kachari Chok	33/Kha	0	8	29
Gaon	32/Kha	0	1	47
	35/Kha	0	67	43
	28/Kha	0	1	47
	27/Kha	0	0	66
Hatigarh	365/Kha	0	0	26
Matikhola	366/Kha	0	0	40
	369/Kha	0	0	93
	368/Kha	0	9	76
	367/Kha	0	16	45
	373/Kha	0	12	71
	354/Kha	0	12	04
	376/Kha	0	2	80

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Chiakali Pathar	7/Kha	0	8	70
Gaon	11/Kha	0	4	82

1	2	3	4	5
Chiakali Pathar	12/Kha	0	4	01
Goan—(Contd.)	13/Kha	0	9	77
	15/Kha	0	2	68
	18/Kha	0	15	65
	19/Kha	0	8	30
	24/Kha	0	29	17
	21/Kha	0	4	55
	23/Kha	0	4	42
	47/Kha	0	11	64
	48/Kha	0	7	89
	74/Kha	0	9	37
	75/Kha	0	9	23
	46/Kha	0	62	62
	77/Kha	0	4	15
	82/Kha	0	12	84

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Ghiladhari

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Doyang Forest Reserve	Kha/Part	02	69	07

Rou From Borholla G.G.S. to Khoraghat G.G.S.

State : Assam District : Golaghat Taluk : Borpathar

Village	Survey No.	Hector	Are	Centiare
1	2	3	4	5
Kharuah	120/Kha	0	2	81
	123/Kha	0	19	27
	454/Kha	0	0	40
	137/Kha	0	17	66
	126/Kha	0	0	13
	125/Kha	0	15	79
	456/Kha	0	5	75
	376/Kha	0	3	75
	140/Kha	0	7	49
	378/Kha	0	33	45
	377/Kha	0	2	41
	201/Kha	0	9	90
	207/Kha	0	1	20
	206/Kha	0	5	49
	208/Kha	0	9	77
	245/Kha	0	1	20
	242/Kha	0	13	51
	241/Kha	0	53	39
	233/Kha	0	0	27
	473/Kha	0	0	13
	466/Kha	0	20	34
	238/Kha	0	11	37

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golaghat Taluk : Ghiladhari				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
1 No. Borjan Gaon	54/Kha	0	0	93
	27/Kha	0	12	71
	11/Kha	0	0	53
	12/Kha	0	9	36
	13/Kha	0	10	16
	10/Kha	0	0	26
	9/Kha	0	3	88
	14/Kha	0	5	21
	22/Kha	0	7	22
	15/Kha	0	2	94
	16/Kha	0	6	69
	17/Kha	0	4	01
	19/Kha	0	4	01
	18/Kha	0	8	56
Ghiladhari Bagan	213/Kha	0	13	51
	214/Kha	0	16	05
	235/Kha	0	14	71
	236/Kha	0	12	17
	215/Kha	0	38	40
	216/Kha	0	18	06
	217/Kha	0	19	53
	218/Kha	0	13	64
	167/Kha	0	1	47
	241/Kha	0	11	77
	251/Kha	0	44	95

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Jorhat Taluk : Borholla				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Singfura Gaon	10/Kha	0	4	28
	9/Kha	0	2	27
	8/Kha	0	3	88
	7/Kha	0	0	80
	6/Kha	0	18	33
	5/Kha	0	0	80
	3/Kha	0	0	36
	14/Kha	0	11	23
	2/Kha	0	0	80

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golabhat Taluk : Borpathar				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
2 No. Premhara Gaon	437/Kha	0	0	54
	491/Kha	0	13	51
	492/Kha	0	5	22
	493/Kha	0	3	75

1	2	3	4	5
2 No. Premhara	296/Kha	0	1	47
Goon—(Contd.)	495/Kha	0	19	53
	499/Kha	0	5	75
	484/Kha	0	11	37
	485/Kha	0	4	49
	455/Kha	0	20	61
	457/Kha	0	15	25
	387/Kha	0	13	78
	386/Kha	0	2	94
	385/Kha	0	9	50
	353/Kha	0	1	07
	354/Kha	0	12	71
	346/Kha	0	19	00
	345/Kha	0	2	14
	281/Kha	0	39	34
	280/Kha	0	16	46
	279/Kha	0	11	24
	278/Kha	0	3	75
	284/Kha	0	2	68
	285/Kha	0	2	14
	286/Kha	0	2	01
	249/Kha	0	1	07
	255/Kha	0	11	11
	256/Kha	0	19	30
	257/Kha	0	13	92
	258/Kha	0	0	54
	263/Kha	0	11	51

Rou From Borholla G.G.S. to Khoraghat G.G.S.				
State : Assam District : Golaghat Taluk : Ghiladhari				
Village	Survey No.	Hector	Are Centiare	
1	2	3	4	5
Khutakata	87/Kha	0	1	47
Chapari Gaon	4/Kha	0	8	16
	88/Kha	0	1	47
	21/Kha	0	11	10
	20/Kha	0	28	50
	17/Kha	0	0	53
	23/Kha	0	0	40
	25/Kha	0	11	10
	30/Kha	0	5	08
	29/Kha	0	8	96
	51/Kha	0	2	27
	28/Kha	0	8	83
	52/Kha	0	9	76
	61/Kha	0	1	47
	62/Kha	0	3	34
	63/Kha	0	5	21
	64/Kha	0	0	26

[F. No. 12016/4/2006/ONGD/D-III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 25 अप्रैल, 2006

का. आ. 1617.—केंद्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कम्पनी मेसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा के उत्तरी/दक्षिणी अपतट (आफसोर) में खोज ब्लाकों और आन्ध्रप्रदेश राज्य संरचनाओं से कर्नाटक राज्य में बीदर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिये मेसर्स गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राज्यपात में यथा प्रकाशित इस अधिसूचना की प्रतीयां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपायोग के अधिकार के अर्जन के संबंध में श्री गोखले काशीनाथ, सक्षम प्राधिकारी, जीटिआईसीएल पाइपलाइन परियोजना, नुर कांपलेक्स, सरकारी मुद्रणालय के सामने, एम.एस.के. मील रास्ता, गुलबर्गा - 585102, कर्नाटक राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक/खंड बीदर		जिला बीदर		राज्य: कर्नाटक		
अ. क.	गांव का नाम	सर्वे नंबर	हिस्सा नंबर	आर ओ यु अर्जित करने के लिये क्षेत्रफल		
1	2	3	4	हेक्टेर	एर	सी एर
1	होकरना खुर्द	100		0	00	96
		101*		0	02	40
		106*	एए/ए	0	05	90
		111		0	00	27
2	राजगीरा	183*	1	0	01	78
		153*		0	02	51
		184*	ए	0	00	21
		184*	एए	0	00	22
		रास्ता		0	05	83
		44*	1	0	23	31
		44*	2	0	34	08
		44*	3	0	30	96
		44*	4	0	07	29
		44*	5	0	07	29
		44*	6	0	07	29
		44*	7	0	07	32
		67*	ए/1	0	00	25
3	सिन्दोल	85*	3	0	00	87
		31*	1	0	03	44
		32*		0	00	10
		33*	1ए	0	00	40
		37*	ए	0	02	96

1	2	3	4	5	6	7
4	पातरपकी	51		0	19	91
		47	डी	0	07	08
		47	सी	0	15	71
		47	ए3	0	77	63
		47	जे	0	20	54
		47	एफ	0	28	06
		34*	2	0	13	53
		34*	1	0	01	50
5	बगदल	170*		0	01	21
		144*		0	01	50
		145*	3	0	18	07
		138*	2	0	03	58
		228*	एएपी1	0	05	24
		232*	एपी	0	01	38
	बगदल निरंतर	240	2	0	60	47
		रास्ता एस हेच 15 में		0	06	10
		सर्वे नंबर 278 और 289 के बीच में गाड़ी रास्ता*		0	01	00
		277*		0	05	70
		276		0	33	90
		302*	3	0	03	88
6	निडवंचा	सर्वे नंबर 37 और 13 बीच में कारांजा नदी*		0	09	91
7	बेंबळगी	9	8	0	01	64
		9	5	0	07	96
		9	6	0	04	35
		121*	2	0	00	39
8	रेकुळगी	रास्ता सर्वे नंबर 81 और 87 के बीच में*		0	07	18
		86*		0	00	45
		230*	ए	0	00	22
		230*	बी	0	00	22
		230*	सी	0	00	22
		236*	ई	0	01	75
		238*	ए/3	0	01	95
		237		0	01	26
		336*	ए	0	00	19
		335*	बी	0	00	46
		306	केहेचए	0	64	58
9	होचकनली	100*	3	0	04	02
		100*	2	0	04	03
		101*	1एए5	0	07	44
10	सीरकडनली	रास्ता सर्वे नंबर 65 में*		0	03	48
		58*	3	0	07	52
		10*	ए	0	00	13
		10*	एए	0	00	13
		10*	ई	0	00	14
		10*	ईई	0	00	14
तालुक : हुमनाबाद		जिला : बीदर		राज्य : कर्नाटक		
1	सीतळगेरे	53*	ए/1	0	12	48
		55*	ए	0	12	30
		55*	बी	0	12	31

1	2	3	4	5	6	7
1	सीतळगेरे निरंतर	55*	1ए	0	09	98
		55*	1बी	0	09	99
		55*	1सी	0	09	99
		रास्ता सर्वे नंबर 50 और 57 बीच में*		0	00	28
		57*	1	0	07	66
		63	बी	0	26	33
		63	सी	0	02	70
		59*	1ए	0	11	85
		59*	1बी	0	11	86
		59*	2ए	0	03	48
		59*	2बी	0	03	49
		59*	2सी	0	03	49
		83*	8	0	00	06
		रास्ता सर्वे नंबर 87 और 91 बीच में*		0	02	23
		91*	4	0	02	16
2	नीम्बुर	41*	1सी	0	03	64
		51*	3	0	81	29
		गांधी रास्ता*		0	02	35
		रास्ता*		0	00	56
		62*	5	0	01	35
		67*	3	0	00	17
		125		0	00	36
		119	ए	0	05	30
		114*		0	00	35
		113*	6	0	00	20
		112*	1	0	04	64
		112*	2ए	0	00	05
		112*	2बी	0	00	06
3	मदरगांव	114*	1	0	50	00
		114*	2	0	50	00
4	नन्दगांव	30 सरकारी भूमी*	1	0	41	55
5	जलसिंगी	86	ए	0	49	94
		86		0	03	90
		85*	ए	0	02	70
		85*	बी	0	02	70
		85*	सी	0	02	70
		85*	डी	0	02	70
		85*	ई	0	02	70
		85*	एफ	0	02	70
		89*	ए	0	06	69
		90		0	67	80
		रास्ता		0	06	77
		117*	1सी	0	03	91
		108	ओ	0	21	20
		158*	ए	0	02	33
		158*	बी	0	02	33
		158*	सी	0	02	34
		229*	ए/ए	0	04	64

1	2	3	4	5	6	7
जलसिंही निरंतर	229*	ए/सी	0	04	65	
	229*	सी	0	04	65	
	229*	सी	0	04	65	
	216*		0	05	92	
6 चीपकेरा	11*		0	37	10	
	24*	सी	0	02	30	
	13*		0	04	58	
	रास्ता सर्वे नंबर 15 में*		0	02	18	
	15		0	00	70	
	26		0	06	92	
	56*	3	0	00	11	
	53*	ए	0	00	11	
	46*		0	00	84	
	45*		0	02	00	
	63		0	06	21	
	सर्वे नंबर 83 और 44 के बीच में नाला		0	01	48	
	44*	4	0	00	96	
	44*	1	0	03	64	
	67*	1	0	00	31	
	रास्ता सर्वे नंबर 71 में*		0	05	27	
	69*	सी	0	01	43	
	85*	ए	1	47	90	
	7 सेढोल	177*		0	01	10
		180*	4	0	02	64
		181	ए/2-सी1	0	23	54
181		सी	0	10	89	
181		ए3सी1	0	42	80	
181		ए2/सी	0	14	28	
181		ए1/ए	0	21	32	
181		ए/1ए	0	20	88	
8 कनकटा	38*	ए	0	01	46	
	40*	सी2	0	12	85	
	21*		0	41	33	
	22*	2	0	22	66	
	13		0	25	77	
	15		0	03	27	
	213*	2	0	00	77	
	213*	3	0	02	76	
	213*	4	0	01	99	
	नाला*		0	00	36	
	212*		0	00	25	
	211	ए	0	12	37	
	211	सी	0	14	12	
	210	ए	0	06	97	
	210	सी	0	08	49	
	208*	6	0	04	12	
	207*	1	0	01	51	
	रास्ता		0	05	69	
	202*	ए	0	01	23	
	202*	सी	0	01	24	
	200*	ए	0	00	12	

1	2	3	4	5	6	7
8	कनकटा निरंतर	200*	बी1	0	00	13
		200*	बी2	0	00	13
		200*	बी3	0	00	13
		199*	ए	0	00	83
		199*	बी	0	0	84
		198*	1ए	0	09	35
		198*	1बी	0	09	36
		197*		0	00	59
9	हुणसगेरा	170*	2	0	01	02
		173*	2ए	0	02	25
		198*	3	0	00	16
		197*	2	0	01	75
		197*	2/2	0	01	75
	सर्वे नंबर 197 में गाडी रास्ता*			0	01	19
	196*	1	0	01	01	30
तालुका : बसवकल्याण		जिला : बीदर		राज्य : कर्नाटक		
1	राजोळा	66	एए	0	24	00
		56	2	0	15	14
		103*	1बी1	0	01	60
	रास्ता			0	11	81
	गाडी रास्ता			0	05	11
	181	ए1	0	00	20	
	193	ए	0	01	73	
	193	बी	0	39	67	
	195	ईई	0	12	80	
	195	यु	0	06	40	
	195	एए	0	00	30	
2	किटा	121*		0	19	30
		127	6	0	00	60
		129*	बी	0	02	72
		130	2	0	19	46
	किटा निरंतर	130	1बी	0	24	04
		181	1	0	13	20
		181	2	0	37	00
		190*	1	0	01	00
		209*	2ए2	0	01	82
3	नारायनपूर	107*	4	0	15	22
		100	सी	0	00	50
	76 (सरकारी भूमी)*			2	08	21
4	बसवकल्याण	34*	5	0	32	74
5	प्रतापुर	39	सी	0	25	85
	रास्ता सर्वे नंबर 364 में			0	13	75
	335			0	40	58

* का.आ. 2581, दिनांक: 13-10-2004 द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर इस प्रतिपादन नया विस्तीर्ण के लिए।

[फा. सं. एल-14014/9/06-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 25th April, 2006

S. O. 1617.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/ Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Bidar in the State of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user (ROU) in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section (3) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the acquisition of right of user therein for laying the pipeline under the land to Shri. Gokhale Kashinath, Competent Authority, GTICL Pipeline Project, Noor Complex, Opp: Govt Printing Press, M. S. K. Mill Road, Gulbarga-585102, Karnataka State.

SCHEDULE						
Taluka - Bidar		District : Bidar		State : Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Area to be required for ROU		
				Hectare	Are	C - Are
1	2	3	4	5	6	7
1	Hokrana Khurd	100	AA/A	0	00	96
		101*		0	02	40
		106*		0	05	90
		111		0	00	27
2	Rajgira	183*	1	0	01	78
		153*		0	02	51
		184*		0	00	21
		184*	AA	0	00	22
		ROAD		0	05	83
		44*	1	0	23	31
		44*	2	0	34	08
		44*	3	0	30	96
		44*	4	0	07	29
		44*	5	0	07	29
		44*	6	0	07	29
		44*	7	0	07	32
		67*	A/1	0	00	25

1	2	3	4	5	6	7
3	Sindol	85*	3	0	00	87
		31*	1	0	03	44
		32*		0	00	10
		33*	1A	0	00	40
		37*	A	0	02	96
4	Patharapalli	51		0	19	91
		47	D	0	07	08
		47	C	0	15	71
		47	A3	0	77	63
		47	J	0	20	54
		47	F	0	28	06
		34*	2	0	13	53
		34*	1	0	01	50
5	Bagdal	170*		0	01	21
		144*		0	01	50
		145*	3	0	18	07
		138*	2	0	03	58
		228*	AAP1	0	05	24
		232*	Paiki	0	01	38
		240	2	0	60	47
		ROAD SH - 15		0	06	10
		Cart Track between survey no. 278 and				
		289*		0	01	00
		277*		0	05	70
		276		0	33	90
		302*	3	0	03	88
6	Niduvancha	Karanja River in between survey no. 37 and		0	09	91
		13*				
7	Bembalgi	9	8	0	01	64
		9	5	0	07	96
		9	6	0	04	35
		121*	2	0	00	39
8	Rekulgi	Road between survey no. 81 and 87*		0	07	18
		86*		0	00	45
		230*	A	0	00	22
		230*	B	0	00	22
		230*	C	0	00	22
		236*	E	0	01	75
		238*	A/3	0	01	95
		237		0	01	26
		336*	A	0	00	19
		335*	B	0	00	46
		306	KHA	0	64	58
9	Hochakanalli	100*	3	0	04	02
		100*	2	0	04	73
		101*	1AA5	0	07	44

1	2	3	4	5	6	7
10	Sirkatnalli	Road in survey no. 65*		0	03	48
		58*	3	0	07	52
		10*	A	0	00	13
		10*	AA	0	00	13
		10*	E	0	00	14
		10*	EE	0	00	14
Taluka - Humnabad		District : Bidar		State : Karnataka		
1	Sitalgere	53*	A/1	0	12	48
		55*	5A	0	12	30
		55*	5B	0	12	31
		55*	1A	0	09	98
		55*	1B	0	09	99
		55*	1C	0	09	99
		Road between survey no. 50 and 57*		0	00	28
		57*	1	0	07	66
		63	B	0	26	33
		63	C	0	02	70
		59*	1A	0	11	85
		59*	1B	0	11	86
		59*	2A	0	03	48
		59*	2B	0	03	49
		59*	2C	0	03	49
		83*	6	0	00	06
		Road between survey no. 87 and 91*		0	02	23
		91*	4	0	02	16
2	Nimbur	41*	1C	0	03	64
		51*	3	0	81	29
		Cart Track*		0	02	35
		Road*		0	00	56
		62*	5	0	01	35
		67*	3	0	00	17
		125		0	00	36
		119	A	0	05	30
		114*		0	00	35
		113*	6	0	00	20
		112*	1	0	04	64
		112*	2A	0	00	05
		112*	2B	0	00	06
3	Madargaon	114*	1	0	50	00
		114*	2	0	50	00
4	Nandgaon	30 Government land*	1	0	41	55
5	Jalasingi	86	A	0	49	94
		86		0	03	90
		85*	A	0	02	70
		85*	B	0	02	70
		85*	C	0	02	70

1	2	3	4	5	6	7
5	Jalasingi Conti...	85*	D	0	02	70
		85*	E	0	02	70
		85*	F	0	02	70
		89*	A	0	06	69
		90		0	67	80
		Road		0	06	77
		117*	1C	0	03	91
		108	O	0	21	20
		158*	A	0	02	33
		158*	B	0	02	33
		158*	C	0	02	34
		229*	A/A	0	04	64
		229*	A/B	0	04	65
		229*	B	0	04	65
		229*	C	0	04	65
		216*		0	05	92
6	Chinkera	11*		0	37	10
		24*	B	0	02	30
		13*		0	04	58
		Road in survey no. 15*		0	02	18
		15		0	00	70
		26		0	06	92
		56*	3	0	00	11
		53*	A	0	00	11
		46*		0	00	84
		45*		0	02	00
		63		0	06	21
		Nala in between survey no. 63 and 44		0	01	48
		44*	4	0	00	96
		44*	1	0	03	64
		67*	1	0	00	31
		Road in survey no. 71*		0	05	27
		69*	B	0	01	43
		85*	A	1	47	90
7	Sedol	177*		0	01	10
		180*	4	0	02	64
		181	A/2P1	0	23	54
		181	B	0	10	89
		181	A3-P1	0	42	80
		181	A2/B	0	14	28
		181	A1/A	0	21	32
		181	A/1A	0	20	88
8	Kankatta	38*	A	0	01	46
		40*	C2	0	12	85
		21*		0	41	33
		22*	2	0	22	66

1	2	3	4	5	6	7
8	Karikatta Contd. :	13		0	25	77
		15		0	03	27
		213*	2	0	00	77
		213*	3	0	02	76
		213*	4	0	01	99
		Nala*		0	00	36
		212*		0	00	25
		211	A	0	12	37
		211	B	0	14	12
		210	A	0	06	97
		210	B	0	08	49
		208*	6	0	04	12
		207*	1	0	01	51
		Road		0	05	69
		202*	A	0	01	23
		202*	B	0	01	24
		200*	A	0	00	12
		200*	B1	0	00	13
		200*	B2	0	00	13
		200*	B3	0	00	13
		199*	A	0	00	83
		199*	B	0	0	84
		198*	1A	0	09	35
		198*	1B	0	09	36
		197*		0	00	59
9	Hunsgera	170*	2	0	01	02
		173*	2A	0	02	25
		198*	3	0	00	16
		197*	2	0	01	75
		197*	2/2	0	01	75
		Cart Track in survey no. 197*		0	01	19
		196*	1	0	01	30
Taluka - Baswakalyan		District : Bidar		State : Karnataka		
1	Rajola	66	AA	0	24	00
		56	2	0	15	14
		103*	1B1	0	01	60
		Road		0	11	81
		Cart Track		0	05	11
		181	A1	0	00	20
		193	A	0	01	73
		193	B	0	39	67
		195	EE	0	12	80
		195	U	0	06	40
		195	AA	0	00	30
2	Kitta	121*		0	19	30
		127	6	0	00	60
		129*	B	0	02	72

1	2	3	4	5	6	7
	Kitta Conti...	130	2	0	19	46
		130	1B	0	24	04
		181	1	0	13	20
		181	2	0	37	00
		190*	1	0	01	00
		209*	2A2	0	01	82
3	Narayanpur	107*	4	0	15	22
		100	C	0	00	50
		76 (Government Land)*		2	08	21
4	Basavkalyan	34*	5	0	32	74
5	Paratapur	39	C	0	25	85
		Road in survey no. 384		0	13	75
		335		0	40	58

* Survey nos. notified vide S.O.2581 dated 13/10/2004 u/s 3(1) of PMP Act, 1962. Present proposal is for additional extents.

[F. No. L-14014/9/06-G.P.]
S. B. MANDAL Under Secy.

नई दिल्ली, 25 अप्रैल, 2006

का. आ. 1618.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है की मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/ दक्षिणी अपतट में खोज ब्लाकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में अहमदनगर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीक से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री. एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, पूर्व में गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड, शामा हेरिटेज, "फ" बिल्डिंग फ्लैट नं. 4 ए, केशवनगर, चिचवंडगाव, पुणे - 411033, महाराष्ट्र, राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/तहसील/तालुका : कर्नाल		जिल्ला : अहमदनगर		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे नंबर / गट नंबर	आर ओ यु अर्जित करने के लिये क्षेत्रफल			
		हेक्टर	एर	सी एर	
1	2	3	4	5	
1) धालवडी	धालवडी और पिंपळेवाडी गांव सीमा के बीच का रास्ता	00	84	20	
	243	01	08	00	
	गट नंबर 243 में केंनाल	00	12	00	
	251	00	15	00	
	गट नंबर 251 और 196 के बीच का रास्ता	00	07	20	
	196	00	22	80	
	195	00	33	60	
	175	00	15	60	
	171	00	15	60	
	170	00	32	60	
	159	00	60	00	
	164	00	85	00	
	165	00	07	20	
	163	00	03	00	
	160	00	41	30	
	161	00	60	00	
	गट नंबर 161 और 373 के बीच का रास्ता	00	04	80	
	373	00	43	20	
	374	00	03	00	
	375	00	41	00	
	376	00	10	20	
	381	00	46	80	
	380	00	16	80	
	389	00	34	80	
	393	00	36	00	
	358	00	09	80	
	357	00	21	60	
	356	00	10	00	
	394	00	25	00	
	395	00	02	40	
	406	00	15	80	
	407	00	57	60	
	गट नंबर 407 में नाला	00	02	50	
	408	00	10	00	
	412	00	76	00	
	गट नंबर 412 और 414 के बीच का रास्ता	00	04	80	
	414	00	05	94	
2) रावतवाडी बुद्रुक	24	00	04	80	
	गट नंबर 24 और 458 के बीच का रास्ता	00	07	20	

1	2	3	4	5
2) राजसवाडी बुद्रुक (निरंतर)	458	00	57	80
	457	00	20	00
	452	00	18	80
	454	00	43	20
	453	00	20	00
	455	00	48	00
गट नंबर 455 और 424 के बीच का पाला		00	12	00
	424	00	93	80
	428	00	33	80
	427	00	31	20
	425	00	18	80
	426	00	21	80
	429	00	10	70
	430	00	07	20
	431	00	04	80
	408	00	98	40
	405	00	25	20
	404	00	80	40
	402	00	04	80
गट नंबर 403 और 403 के बीच का पाला		00	12	00
	403	00	30	00

[का. सं. एल-14014/6/06-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 25th April, 2006

S. O. 1618.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Ahmednagar District in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said Pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the Pipeline under the land to Shri. L. R. Gotarne, Competent Authority, Reliance Gas Pipelines Limited, Formerly Gas Transportation and Infrastructure Company Limited, Shyama Heritage, "F" Building Flat No. 4A, Keshavnagar, Chinchwadgaon, Pune-411033, Maharashtra State.

Schedule

Mandal/Thesi/Taluk: KARJAT District: Ahmednagar		State: Maharashtra		
Village	Survey/Gat No.	Area to be acquired for ROU		
		Hectare	Are	0-Are
1	2	3	4	5
1) Dhalwadi	Road in between V.B of Dhalwadi and Pimpelwadi	00	84	20
	243	01	08	00
	Canal in Gat No. 243	00	12	00
	251	00	15	00
	Road in between Gat No. 251 & 188	00	07	20
	195	00	22	80
	195	00	33	80
	175	00	15	80
	171	00	15	80
	170	00	32	80
	169	00	80	00
	164	00	65	00
	165	00	07	20
	163	00	03	00
	160	00	41	30
	161	00	60	00
	Road in between Gat No. 161 & 373	00	04	80
	373	00	43	20
	374	00	03	00
	375	00	41	00
	376	00	10	20
	381	00	46	80
	380	00	16	80
	389	00	34	80
	393	00	38	00
	398	00	09	80
	397	00	21	80
	396	00	10	00
	394	00	25	00
	395	00	02	40
	406	00	15	80
	407	00	57	80
	Nala in Gat No. 407	00	02	80
	408	00	10	00
	412	00	78	00
	Road in between Gat No. 412 & 414	00	64	80
	414	00	05	94
2) Rakshawadi Budruk	24	00	84	80
	Road in between Gat No. 24 & 458	00	07	20
	458	00	57	80

1	2	3	4	5
2) Rakshaswadi Budruk (Contd....)	457	00	20	00
	452	00	16	80
	454	00	43	20
	453	00	20	00
	455	00	48	00
	Nala in between Gat No. 455 & 424	00	12	00
	424	00	93	60
	428	00	33	60
	427	00	31	20
	425	00	16	80
	426	00	21	60
	429	00	10	70
	430	00	07	20
	431	00	04	80
	408	00	98	40
	405	00	25	20
	404	00	80	40
	402	00	04	80
	Road in between Gat No. 404 & 403	00	12	00
	403	00	30	00

[F. No. L-14014/6/06-G.P.]
S. B. MANDAL Under Secy.

नई दिल्ली, 26 अप्रैल, 2006

का. आ. 1619.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में ब्यावर से चित्तौड़गढ़ तक पेट्रोलियम उत्पादों के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सिद्धपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्रान्च लाईन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री योगेश कुमार श्रीवास्तव, सक्षम प्राधिकारी, (राजस्थान), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, गोपालपुरा बाईपास, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : मांडल		जिला : भीलवाड़ा		तहसील : यजमन	
गांव का नाम	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
भादू	2828/1320	0	21	60	
	3140/565	0	02	10	
	2821/2290	0	08	30	
	2738/2290	0	06	30	
	3019/2853	0	25	20	

[फा. सं. आर-25011/31/2004-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 26th April, 2006

S.O. 1619.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in Rajasthan State from Beawar to Chittaurgarh a "Branch Pipeline to Chittaurgarh from Sidhpur-Sanganer Pipeline", should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Yogesh Kumar Srivastava, Competent Authority (Rajasthan), Indian Oil Corporation Limited (Pipelines division), 33, Muktanand Nagar, Gopalpura Bye-pass, Jaipur - 302 018, (Rajasthan).

SCHEDULE

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
BHADU	2828/1320	0	21	60	
	3140/585	0	02	10	
	2821/2290	0	08	30	
	2738/2290	0	06	30	
	3019/2853	0	25	20	

[F.No. R-25011/31/2004-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 26 अप्रैल, 2006

का. आ. 1620.—केन्द्रीय सरकार को लोचलित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में ब्यावर से चित्तौड़गढ़ तक पेट्रोलियम उत्पादों के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "सिद्धपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्रान्च लाईन" के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री योगेश कुमार श्रीवास्तव, सक्षम प्राधिकारी, (राजस्थान), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, गोपालपुरा बाईपास, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : भीलवाड़ा		जिला : भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
मुझरास	14	0	06	00	
	15	0	07	40	
	13	0	02	00	
	17	0	05	40	

[फा. सं. आर-25011/31/2004-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 26th April, 2006

S. O. 1620.— ~~Whereas~~ ^{Whereas}, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in Rajasthan State from Beawar to Chittaurgarh a "Branch Pipeline to Chittaurgarh from Sidhpur-Sanganer Pipeline", should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Yogesh Kumar Srivastava, Competent Authority (Rajasthan), Indian Oil Corporation Limited (Pipelines division), 33, Muktanand Nagar, Gopalpura Bye-pass, Jaipur - 302 018, (Rajasthan).

11409/06-9

SCHEDULE

Tehsil : BHILWARA		District : BHILWARA		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
MUJARAS	14	0	06	00	
	15	0	07	40	
	13	0	02	00	
	17	0	05	40	

[F. No. R-25011/31/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 27 अप्रैल, 2006

का. अ. 1621.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि उत्तरप्रदेश राज्य में दलदल से हरियाणा राज्य में पानीपत तक, प्राकृतिक गैस के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “आर.-एल.एन.जी. स्पर पाइपलाइन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री पृथ्वी सिंह, सख्त प्रधिकारी, (हरियाणा), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड, उत्तरी क्षेत्र पाइपलाइन्स प्रभाग, हरियाणा पी.ओ. पानीपत रिफाइनरी, बहोली, पानीपत को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : घरीड़ा		जिला : करनाल		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किल्ला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1. बेगमपुर	24		2178	0	10	82
			2178	0	08	09
			2181	0	08	34
			2182	0	08	60
			2183	0	07	84
			2187	0	07	84
			2186	0	08	09
			2191	0	00	50
			2188	0	01	28

[फा. सं. एल-14014/10/06-जी.पी.]

एस. जी. मण्डल, अवर सचिव

New Delhi, the 27th April, 2006

S. O. 1621.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Natural Gas from Dadri in the State of Uttarpradesh to Panipat in the State of Haryana through " R-LNG Spur pipeline from Dadri to Panipat ", should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Prithvi Singh, Competent Authority (Haryana), Indian Oil Corporation Limited, Northern Region Pipelines Division, Haryana P.O. Panipat Refinery, Baholi, Panipat .

SCHEDULE

Tehsil : GHARAUNDA		District : KARNAL		State : HARYANA		
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1. BEGAMPUR	24		2176	0	10	62
			2178	0	08	09
			2181	0	08	34
			2182	0	08	60
			2183	0	07	84
			2187	0	07	84
			2186	0	08	09
			2191	0	00	50
			2188	0	01	26

[F. No. L-14014/10/06-G.P.]

S. B. MANDAL Under Secy

नई दिल्ली, 27 अप्रैल, 2006

का. आ. 1622.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि उत्तरप्रदेश राज्य में दादरी से हरियाणा राज्य में पानीपत तक, प्राकृतिक गैस के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “आर.-एल.एन.जी. स्पर पाइपलाइन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूचि में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री पृथ्वी सिंह, सक्षम प्राधिकारी, (हरियाणा), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड, उत्तरी क्षेत्र पाइपलाइन्स प्रभाग, हरियाणा पी.ओ. पानीपत रिफाइनरी, बहोली, पानीपत को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : मतलौड़ा		जिला : पानीपत		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1. शौदापुर	25	46	5/1	0	00	75
			5/2	0	05	31
			25	0	11	89
			24/1	0	00	25
			16/2	0	04	55
			17	0	07	59
			14	0	12	14
			7	0	11	63
			8	0	00	25
			4	0	03	54
			3	0	08	09
			23	0	12	14
			18	0	11	13
			19	0	01	26
			13	0	01	51
			12/1	0	02	53
			12/2	0	08	09
			9/1	0	01	26
			9/2/2	0	09	86
			2	0	09	86
			22/1	0	08	09
			22/2	0	01	77
			19/1	0	09	36
			12	0	11	13
			9	0	10	62
			2	0	08	34
			22	0	05	56
			23	0	04	04
			19	0	00	25
			18	0	11	38

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			13/1	0	00	25
			13/2	0	08	85
			3/1/2	0	00	25
			8/1	0	00	25
			8/2	0	10	12
			7/1	0	00	25
			4/1	0	06	07
			4/2	0	01	01
			3/2/2	0	04	30
			14	0	00	25
		12	24	0	11	38
			17	0	07	59
			14	0	05	31
			7	0	11	13
			4	0	11	13
			3	0	00	25
		9	24	0	05	56
			23	0	05	56
			18	0	11	38
			17	0	00	25
			13	0	11	38
			8	0	11	38
			3	0	10	87
		2	23	0	08	09
			22	0	03	54
			19	0	01	01
			53	0	09	36
			55	0	03	03
			67	0	04	30
			73	0	02	27
			232/2	0	00	50
			238	0	00	50
			242	0	00	50
			243	0	00	50
			250/2	0	00	25

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
2. नौहरा	20	79	18	0	00	25
			19	0	09	86
			12	0	11	38
			9	0	11	38
			2	0	10	62
			1/2/2	0	00	50
		74	22	0	04	04
			21/2/2	0	07	59
			20/1/1	0	05	56
			20/1/2	0	00	50
			20/2/1	0	00	50
			20/2/2	0	04	80
			11/1/1	0	01	77
		73	16	0	00	25
			15	0	11	38
			6	0	11	13
			5	0	11	13
		65	25	0	11	38
			24	0	00	25
			16	0	08	09
			17	0	03	03
			14	0	09	10
			15	0	02	27
			7	0	06	07
			6	0	03	54
			4/2	0	10	62
			4/1	0	00	50
		56	24	0	11	38
			17/1	0	05	57
			17/2	0	05	57
			14	0	10	62
			13	0	00	75
			7	0	05	56

गौव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			8	0	05	56
			3	0	10	12
			4/2	0	00	25
		47	23	0	11	38
			18	0	11	13
			13	0	10	62
			8/2	0	09	61
			9	0	00	25
			3	0	07	08
			2	0	04	04
		39	23	0	01	26
			22	0	10	12
			19	0	10	12
			12	0	11	38
			9	0	11	13
			2	0	11	38
		29	22	0	09	61
			21/1	0	01	51
			20/2/1	0	03	28
			20/2/2	0	00	75
			20/1	0	03	03
			19	0	04	04
			12/2	0	00	25
			11	0	09	10
			10	0	11	13
			1	0	11	13
		22	21	0	10	37
			26	0	00	75
			20	0	11	13
			11/2	0	11	13
			10	0	11	13
			1	0	11	13
		11	21	0	10	62
			20	0	11	13

गौंव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			11	0	11	13
			10	0	11	13
			1	0	11	13
		6	21	0	11	13
			20	0	11	38
			95	0	02	53
			97	0	02	27
			101/2	0	01	77
			121	0	00	50
			388	0	02	02
			393	0	01	01
			417	0	01	01
3. सिठाना	14	109	16	0	10	12
			15	0	11	13
			6	0	11	13
			5	0	11	13
		97	25	0	11	13
			24	0	00	25
			17	0	02	53
			16	0	08	60
			14	0	05	56
			15	0	05	56
			6	0	03	03
			7	0	08	09
			4	0	10	12
			5	0	00	75
		91	24	0	11	13
			17/1	0	11	13
			14	0	11	13
			7	0	11	13
			4	0	11	13
		75	24	0	11	13
			17	0	11	13
			14	0	11	13

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			7	0	11	13
			4	0	11	13
		67	24	0	11	13
			17	0	14	16
			16/2	0	00	25
			14	0	01	77
			15/1	0	12	39
		68	2	0	00	25
		49	22	0	12	39
			19/2	0	10	87
			12	0	07	33
			9	0	11	13
			2	0	11	13
		42	22	0	11	13
			19	0	11	13
			12	0	11	13
			9	0	11	13
			2	0	11	13
		26	22	0	11	13
			19/1	0	01	01
			19/2	0	10	12
			12	0	11	13
			9	0	11	13
			10	0	00	25
			2	0	09	10
			1	0	02	02
		20	22/2	0	01	26
			21	0	04	55
			22/1	0	03	28
			20	0	09	61
			19	0	01	51
			11/2	0	11	13
			10	0	11	13
			1	0	11	13

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
		7	21	0	11	13
			20	0	11	13
			11	0	11	38
			10	0	04	55
			123	0	16	95
			124	0	10	87
			127	0	02	53
			130/2	0	04	04
			131	0	01	77
			134	0	01	51
			159	0	00	50

[फा. सं. एल-14014/10/06-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 27th April, 2006

S. O. 1622.— Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Natural Gas from Dadri in the State of Uttarpradesh to Panipat in the State of Haryana through " R-LNG Spur pipeline from Dadri to Panipat ", should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Prithvi Singh, Competent Authority (Haryana), Indian Oil Corporation Limited, Northern Region Pipelines Division, Haryana P.O. Panipat Refinery, Baholi, Panipat .

SCHEDULE

Tehsil : MADLAUDA		District : PANIPAT		State : HARYANA			
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area			
				Hectare	Are	Square Metre	
1. SHOHDAPUR	25	46	5/1	0	00	75	
			5/2	0	05	31	
			35	25	0	11	89
			24/1	0	00	25	
			16/2	0	04	55	
		17	0	07	59		
		14	0	12	14		
		7	0	11	63		
		8	0	00	25		
		4	0	03	54		
		3	0	08	09		
		32	23	0	12	14	
			18	0	11	13	
			19	0	01	26	
			13	0	01	51	
	12/1		0	02	53		
	22	12/2	0	08	09		
		9/1	0	01	26		
		9/2/2	0	09	86		
		2	0	09	86		
		22	22/1	0	08	09	
			22/2	0	01	77	
			19/1	0	09	36	
		12	0	11	13		
		9	0	10	62		
		2	0	08	34		
		19	22	0	05	56	
			23	0	04	04	
			19	0	00	25	
			18	0	11	38	

Name of Village	Hadbast No.	Mustafil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			13/1	0	00	25
			13/2	0	08	85
			3/1/2	0	00	25
			8/1	0	00	25
			8/2	0	10	12
			7/1	0	00	25
			4/1	0	08	07
			4/2	0	01	01
			3/2/2	0	04	30
			14	0	00	25
		12	24	0	11	38
			17	0	07	59
			14	0	05	31
			7	0	11	13
			4	0	11	13
			3	0	00	25
		9	24	0	05	56
			23	0	05	56
			18	0	11	38
			17	0	00	25
			13	0	11	38
			8	0	11	38
			3	0	10	87
		2	23	0	08	09
			22	0	03	54
			19	0	01	01
			53	0	09	36
			65	0	03	03
			67	0	04	30
			73	0	02	27
			232/2	0	00	50
			238	0	00	50
			242	0	00	50
			243	0	00	50
			250/2	0	00	25

Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
2. NAUHRA	20	79	18	0	00	25
			19	0	09	86
			12	0	11	38
			9	0	11	38
			2	0	10	62
			1/2/2	0	00	50
		74	22	0	04	04
			21/2/2	0	07	59
			20/1/1	0	05	56
			20/1/2	0	00	50
			20/2/1	0	00	50
			20/2/2	0	04	80
			11/1/1	0	01	77
		73	16	0	00	25
			15	0	11	38
			6	0	11	13
			5	0	11	13
		65	25	0	11	38
			24	0	00	25
			16	0	08	09
			17	0	03	03
			14	0	09	10
			15	0	02	27
			7	0	06	07
			6	0	03	54
			4/2	0	10	62
			4/1	0	00	50
		56	24	0	11	38
			17/1	0	05	57
			17/2	0	05	57
			14	0	10	62
			13	0	00	75
			7	0	05	56

Name of Village	Hadbast No.	Mustatli No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			8	0	05	56
			3	0	10	12
			4/2	0	00	25
		47	23	0	11	38
			18	0	11	13
			13	0	10	62
			8/2	0	09	61
			9	0	00	25
			3	0	07	08
			2	0	04	04
		39	23	0	01	26
			22	0	10	12
			19	0	10	12
			12	0	11	38
			9	0	11	13
			2	0	11	38
		29	22	0	09	61
			21/1	0	01	51
			20/2/1	0	03	28
			20/2/2	0	00	75
			20/1	0	03	03
			19	0	04	04
			12/2	0	00	25
			11	0	09	10
			10	0	11	13
			1	0	11	13
		22	21	0	10	37
			26	0	00	75
			20	0	11	13
			11/2	0	11	13
			10	0	11	13
			1	0	11	13
		11	21	0	10	62
			20	0	11	13

Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			11	0	11	13
			10	0	11	13
			1	0	11	13
		6	21	0	11	13
			20	0	11	38
			95	0	02	53
			97	0	02	27
			101/2	0	01	77
			121	0	00	50
			388	0	02	02
			393	0	01	01
			417	0	01	01
3. SITHANA	14	109	16	0	10	12
			15	0	11	13
			6	0	11	13
			5	0	11	13
		97	25	0	11	13
			24	0	00	25
			17	0	02	53
			16	0	08	60
			14	0	05	56
			15	0	05	56
			6	0	03	03
			7	0	08	09
			4	0	10	12
			5	0	00	75
		91	24	0	11	13
			17/1	0	11	13
			14	0	11	13
			7	0	11	13
			4	0	11	13
		75	24	0	11	13
			17	0	11	13
			14	0	11	13

Name of Village	Hadbest No.	Mustatili No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			7	0	11	13
			4	0	11	13
		67	24	0	11	13
			17	0	14	16
			16/2	0	00	25
			14	0	01	77
			15/1	0	12	39
		68	2	0	00	25
		49	22	0	12	39
			19/2	0	10	87
			12	0	07	33
			9	0	11	13
			2	0	11	13
		42	22	0	11	13
			19	0	11	13
			12	0	11	13
			9	0	11	13
			2	0	11	13
		26	22	0	11	13
			19/1	0	01	01
			19/2	0	10	12
			12	0	11	13
			9	0	11	13
			10	0	00	25
			2	0	09	10
			1	0	02	02
		20	22/2	0	01	26
			21	0	04	55
			22/1	0	03	28
			20	0	09	61
			19	0	01	51
			11/2	0	11	13
			10	0	11	13
			1	0	11	13

Name of Village	Hadbast No.	Mustatli No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
		7	21	0	11	13
			20	0	11	13
			11	0	11	38
			10	0	04	55
			123	0	16	95
			124	0	10	87
			127	0	02	53
			130/2	0	04	04
			131	0	01	77
			134	0	01	51
			159	0	00	50

[F. No. L-14014/10/06-G.P.]
S. B. MANDAL Under Secy.

नई दिल्ली, 27 अप्रैल, 2006

S. O. 1623.—³केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि उत्तरप्रदेश राज्य में दादरी से हरियाणा राज्य में पानीपत तक, प्राकृतिक गैस के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “आर.-एल.एन.जी. स्पर पाइपलाइन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री पृथ्वी सिंह, सक्षम प्राधिकारी, (हरियाणा), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड, उत्तरी क्षेत्र पाइपलाइन्स प्रभाग, हरियाणा पी.ओ. पानीपत रिफाइनरी, बहोली, पानीपत को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : गन्नौर		जिला : सोनीपत		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1. पबनेरा	9	5/3		0	07	33
		5/2		0	61	73
		5/1		0	25	30
		5	3	0	11	89
			2	0	07	84
			1	0	03	28
		6	5	0	00	25
		4	23	0	00	50
			22	0	04	55
			21	0	09	10
		3	25	0	12	39
			24/1	0	09	36
			24/2	0	03	03
			23	0	12	39
			22/1	0	06	07
			22/2	0	06	07
			21	0	12	39
		2	25	0	12	39
			24	0	12	14
			17	0	00	25
			23/2	0	02	02
			18/2	0	11	63
			18/1	0	00	25
			19/1	0	00	25
			19/2	0	00	50
			19/3	0	00	25
2. चन्दौली	8	43	19/2	0	01	01
			19/1	0	04	55
			13	0	00	25
			12	0	08	09
			11	0	10	62
			10	0	04	30

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
		42	6	0	12	90
			5/1	0	00	50
			5/2	0	00	25
			7	0	01	01
			4/2	0	13	91
			4/1	0	00	25
			3	0	03	28
		31	23	0	10	87
			22	0	09	86
			19	0	05	06
			20	0	14	16
			11/2	0	00	50
		32	16	0	01	01
			15	0	13	66
			14	0	06	57
			7/1	0	05	06
			7/2	0	03	28
			8/1	0	03	03
			8/2	0	01	01
			8/3	0	08	34
			3/3	0	00	50
			3/2	0	02	27
			9	0	00	25
			2/1	0	00	75
			2/2	0	14	92
			1	0	02	27
		21	21/1	0	01	26
			21/2	0	10	37
			21/3	0	00	50
			22	0	00	25
		20	25	0	05	31
			16/1	0	02	78
			16/2	0	05	81
			17/1	0	11	13
			17/2	0	00	25

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			14	0	04	04
			13	0	14	42
			8	0	01	01
			12	0	01	01
			9	0	14	42
			10	0	04	55
			1	0	10	62
	19		5	0	09	61
	14		25	0	03	28
			24	0	11	63
			23	0	00	25
			17/1	0	00	25
			17/2	0	01	26
			18/1	0	01	01
			18/2	0	13	66
			19/1	0	02	02
			19/2	0	02	27
			12	0	13	15
			11/2	0	02	53
			9	0	00	25
			10/1	0	09	10
			10/2	0	05	31
			1	0	00	75
	15		5	0	14	67
			6	0	01	01
			4/22	0	00	25
	1		24/1	0	06	57
			24/2	0	02	27
			24/3	0	02	02
			24/4	0	00	75
			24/13	0	00	25
			24/11	0	00	50
			24/14	0	00	25
			24/12	0	00	25
			24/15	0	00	25

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			24/16	0	00	25
			24/17	0	00	25
			24/18	0	00	25
			25	0	01	77
			65	0	02	53
			67	0	01	77
			97	0	00	25
			103	0	01	26
			110	0	01	01
3. बेगा	1	163	17	0	06	83
			18/1	0	07	33
			13/2	0	01	01
			18/2	0	00	25
			13/1	0	05	31
			12	0	06	83
			9	0	11	13
			26	0	00	50
			10	0	03	54
			1	0	12	90
		162	5	0	01	26
		155	21/1	0	00	25
		156	25/1	0	12	14
			25/2	0	01	26
			24/2	0	00	75
			16	0	00	75
			17/1	0	04	55
			17/2	0	10	37
			18	0	00	25
			14	0	02	02
			13/1	0	07	33
			13/2	0	02	02
			13/3	0	03	79
			8	0	05	31
			9	0	09	61
			2	0	08	85

गौँध का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			1/1	0	05	81
	137		20	0	00	25
			21	0	11	63
	136		25	0	02	02
			16	0	14	42
			17	0	00	25
			15	0	02	27
			14	0	12	39
			7	0	07	33
			8	0	07	33
			3	0	11	63
			2/1	0	03	03
	125		23/1	0	00	25
			22	0	14	67
			21/1	0	00	25
			21/2	0	00	25
			19	0	01	01
			20	0	13	91
			11/2	0	03	79
	126		15	0	11	38
			6/1	0	00	25
			6/2	0	07	59
			7/1	0	01	77
			7/2	0	05	56
			7/3	0	00	50
			4/1	0	07	59
			4/2	0	05	06
			3	0	02	27
	105		22/1	0	00	25
			24/2	0	00	25
			23/1	0	07	84
			23/2	0	06	83
			18/16	0	00	25
			18/17	0	00	25
			18/18	0	00	50

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			18/19	0	00	50
			18/20	0	00	75
			19/1	0	02	27
			19/2	0	00	75
			19/3	0	01	26
			19/4	0	02	53
			19/5	0	01	77
			19/6	0	00	75
			19/7	0	01	26
			19/8	0	02	27
			12/1	0	04	80
			12/2	0	00	75
			11/3/1	0	01	77
			11/3/2	0	02	27
			11/1	0	03	28
			11/2	0	00	50
			10	0	08	09
	104		6	0	05	31
			5	0	11	89
			4	0	02	02
	97		25/2	0	00	25
			24	0	15	18
			17	0	01	01
			23/2	0	00	75
			18	0	13	91
			13	0	04	55
			12/1	0	04	30
			12/2	0	06	07
			9	0	08	34
			10	0	06	83
			1	0	12	39
	98		5	0	02	53
	75		21	0	00	25
	74		25	0	14	67
			24	0	00	25

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			16	0	01	77
			17	0	13	15
			14	0	05	56
			13	0	09	61
			8	0	09	86
			9/1	0	04	80
			9/2	0	00	50
			2/2	0	04	04
			2/1	0	08	09
		69	22/1	0	09	10
			21	0	03	03
			19/2	0	00	25
			20	0	08	34
			11/1	0	01	01
			11/2	0	09	10
			10	0	02	02
		70	15	0	00	50
			6	0	10	62
			5	0	12	39
		46	25	0	05	31
			24	0	05	81
			17/1	0	09	61
			17/2	0	02	78
			14	0	09	10
			7/2	0	00	25
			13/2	0	00	75
			8	0	10	87
			3	0	12	39
			2/1	0	00	25
		45	22	0	08	09
			19/2	0	09	61
			23	0	04	04
			12	0	01	51
			198	0	03	03
			199	0	02	27

गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
			200	0	01	77
			201	0	04	55
			552	0	05	06
			558	0	01	01
			570	0	00	25
			581	0	01	51
			608	0	01	26
			610	0	01	01
			616	0	02	53
4. दातौली	7	56	19	0	02	27
			12	0	06	32
			11	0	05	56
			10	0	12	65
			1	0	09	10
		55	5	0	03	03
		34	21	0	00	25
		35	25	0	09	86
			24/1	0	00	25
			17	0	05	31
			134	0	01	77

[फा. सं. एल-14014/10/06-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 27th April, 2006

S. O. 1623.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Natural Gas from Dadri in the State of Uttarpradesh to Panipat in the State of Haryana through " R-LNG Spur pipeline from Dadri to Panipat ", should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Prithvi Singh, Competent Authority (Haryana), Indian Oil Corporation Limited, Northern Region Pipelines Division, Haryana P.O. Panipat Refinery, Baholi, Panipat.

SCHEDULE

Tehsil : GANAUR		District : SONIPAT		State : HARYANA		
Name of Village	Hadbast No.	Mustatili No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1. PARNERA	9	5/3		0	07	33
		5/2		0	61	73
		5/1		0	25	30
		5	3	0	11	89
			2	0	07	84
			1	0	03	28
		6	5	0	00	25
		4	23	0	00	50
			22	0	04	55
			21	0	09	10
		3	25	0	12	39
			24/1	0	09	36
			24/2	0	03	03
			23	0	12	39
			22/1	0	06	07
			22/2	0	06	07
			21	0	12	39
		2	25	0	12	39
			24	0	12	14
			17	0	00	25
			23/2	0	02	02
			18/2	0	11	63
			18/1	0	00	25
			19/1	0	00	25
			19/2	0	00	50
			19/3	0	00	25

Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
2. CHANDAULI	8	43	19/2	0	01	01
			19/1	0	04	55
			13	0	00	25
			12	0	08	09
			11	0	10	62
		42	10	0	04	30
			6	0	12	90
			5/1	0	00	50
			5/2	0	00	25
			7	0	01	01
			4/2	0	13	91
			4/1	0	00	25
			3	0	03	28
		31	23	0	10	87
			22	0	09	86
			19	0	05	06
			20	0	14	16
			11/2	0	00	50
		32	16	0	01	01
			15	0	13	66
			14	0	06	57
			7/1	0	05	06
			7/2	0	03	28
			8/1	0	03	03
			8/2	0	01	01
			8/3	0	08	34
			3/3	0	00	50
			3/2	0	02	27
			9	0	00	25
		21	2/1	0	00	75
			2/2	0	14	92
			1	0	02	27
			21/1	0	01	26
			21/2	0	10	37
			21/3	0	00	50
		20	22	0	00	25
			25	0	05	31
			16/1	0	02	78

Name of Village	Hadbast No.	Mustatili No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			16/2	0	05	81
			17/1	0	11	13
			17/2	0	00	25
			14	0	04	04
			13	0	14	42
			8	0	01	01
			12	0	01	01
			9	0	14	42
			10	0	04	55
			1	0	10	62
		19	5	0	09	61
		14	25	0	03	28
			24	0	11	63
			23	0	00	25
			17/1	0	00	25
			17/2	0	01	26
			18/1	0	01	01
			18/2	0	13	66
			19/1	0	02	02
			19/2	0	02	27
			12	0	13	15
			11/2	0	02	53
			9	0	00	25
			10/1	0	09	10
			10/2	0	05	31
			1	0	00	75
		15	5	0	14	67
			6	0	01	01
			4/22	0	00	25
		1	24/1	0	06	57
			24/2	0	02	27
			24/3	0	02	02
			24/4	0	00	75
			24/13	0	00	25
			24/11	0	00	50
			24/14	0	00	25
			24/12	0	00	25
			24/15	0	00	25

Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			24/16	0	00	25
			24/17	0	00	25
			24/18	0	00	25
			25	0	01	77
			65	0	02	53
			67	0	01	77
			97	0	00	25
			103	0	01	26
			110	0	01	01
3. BEGA	1	163	17	0	06	83
			18/1	0	07	33
			13/2	0	01	01
			18/2	0	00	25
			13/1	0	05	31
			12	0	06	83
			9	0	11	13
			26	0	00	50
			10	0	03	54
			1	0	12	90
		162	5	0	01	26
		155	21/1	0	00	25
		156	25/1	0	12	14
			25/2	0	01	26
			24/2	0	00	75
			16	0	00	75
			17/1	0	04	55
			17/2	0	10	37
			18	0	00	25
			14	0	02	02
			13/1	0	07	33
			13/2	0	02	02
			13/3	0	03	79
			8	0	05	31
			9	0	09	61
			2	0	08	85

Name of Village	Hadbest No.	Mustatli No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			1/1	0	05	81
		137	20	0	00	25
			21	0	11	63
		136	25	0	02	02
			16	0	14	42
			17	0	00	25
			15	0	02	27
			14	0	12	39
			7	0	07	33
			8	0	07	33
			3	0	11	63
			2/1	0	03	03
		125	23/1	0	00	25
			22	0	14	67
			21/1	0	00	25
			21/2	0	00	25
			19	0	01	01
			20	0	13	91
			11/2	0	03	79
		126	15	0	11	38
			6/1	0	00	25
			6/2	0	07	59
			7/1	0	01	77
			7/2	0	05	56
			7/3	0	00	50
			4/1	0	07	59
			4/2	0	05	06
			3	0	02	27
		105	22/1	0	00	25
			24/2	0	00	25
			23/1	0	07	84
			23/2	0	06	83
			18/16	0	00	25
			18/17	0	00	25
			18/18	0	00	50

Name of Village	Hadbast No.	Mustatl No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			18/19	0	00	50
			18/20	0	00	75
			19/1	0	02	27
			19/2	0	00	75
			19/3	0	01	26
			19/4	0	02	53
			19/5	0	01	77
			19/6	0	00	75
			19/7	0	01	26
			19/8	0	02	27
			12/1	0	04	80
			12/2	0	00	75
			11/3/1	0	01	77
			11/3/2	0	02	27
			11/1	0	03	28
			11/2	0	00	50
			10	0	08	09
		104	6	0	05	31
			5	0	11	89
			4	0	02	02
		97	25/2	0	00	25
			24	0	15	18
			17	0	01	01
			23/2	0	00	75
			18	0	13	91
			13	0	04	55
			12/1	0	04	30
			12/2	0	06	07
			9	0	08	34
			10	0	06	83
			1	0	12	39
		98	5	0	02	53
		75	21	0	00	25
		74	25	0	14	67
			24	0	00	25

Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
			16	0	01	77
			17	0	13	15
			14	0	05	58
			13	0	09	61
			8	0	09	88
			9/1	0	04	80
			9/2	0	00	50
			2/2	0	04	04
			2/1	0	08	09
		69	22/1	0	09	10
			21	0	03	03
			19/2	0	00	25
			20	0	08	34
			11/1	0	01	01
			11/2	0	09	10
			10	0	02	02
		70	15	0	00	50
			6	0	10	62
			5	0	12	39
		46	25	0	05	31
			24	0	05	81
			17/1	0	09	61
			17/2	0	02	78
			14	0	09	10
			7/2	0	00	25
			13/2	0	00	75
			8	0	10	87
			3	0	12	39
			2/1	0	00	25
		45	22	0	08	09
			19/2	0	09	61
			23	0	04	04
			12	0	01	51
			198	0	03	03
			199	0	02	27

Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are.	Square Metre
			200	0	01	77
			201	0	04	55
			552	0	05	06
			556	0	01	01
			570	0	00	25
			581	0	01	51
			608	0	01	26
			610	0	01	01
			616	0	02	53
4. DATAULI	7	56	19	0	02	27
			12	0	06	32
			11	0	05	56
			10	0	12	65
			1	0	09	10
		55	5	0	03	03
		34	21	0	00	25
		35	25	0	09	86
			24/1	0	00	25
			17	0	05	31
			134	0	01	77

[F. No. L-14014/10/06-G.P.]
S. B. MANDAL Under Secy.

नई दिल्ली, 27 अप्रैल, 2006

का. आ. 1624.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को

उपलब्ध करा दी जाती है, इन्फ्रीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री प्रहलाद सिंह, सक्षम प्राधिकारी, मुन्दा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मकान संख्या -852, सेक्टर - 6, बहादुरगढ़ - 124507, जिला - झज्जर (हरियाणा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील: बावल		जिला: रेवाड़ी		राज्य: हरियाणा		
गाँव का नाम	ठहबस्त संख्या	मुसतिल संख्या	खसरा/केला संख्या	श्रेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1. खण्डेवड़ा	50	17	12	00	01	19
			43	00	01	56
			23/1	00	02	00
2. मोहनपुर	20	2	17	00	01	87
			23/2	00	00	15
3. सांजरपुर	16	7	6/1	00	05	82
			6/2	00	00	50
			17/1	00	00	28
			18/1	00	00	41
			18/2	00	01	05
			23/1	00	00	20
4. भैरामपुर भडनी	9	32	10	00	00	20
			19	00	00	60
			21	00	00	20
5. मोहम्मदपुर	12	14	4/2	00	00	20
			11/1/2	00	00	78
			21	00	01	36
			28	00	01	00
			12/2	00	01	05
			21	00	00	40
			309/3	00	00	90
6. नैचाना	1	9	32	00	00	93
			5	00	01	27
			24	00	00	24
			21	00	00	15
			17	00	00	33
			22	00	02	17
			86	00	00	55

1	2	3	4	5	6	7	8
7.	सुलखा	2	88	9	00	00	29
				20	00	00	33
			89	23	00	00	32
				25	00	00	40
		104		2	00	00	22
				174	00	00	52
				181	00	00	60

[फा. सं. आर-31015/34/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 27th April, 2006

S. O. 1624.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Prahlad Singh, Competent Authority, Mundra - Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, H. No. 852, Sector - 6, Bahadurgarh - 124507, District - Jhajjar (Haryana).

SCHEDULE

Tahsil : BAWAL		District : REWARI		State : HARYANA		
Name of Village	Hadbast No.	Mustil No.	Khasara / Killa No.	Area		
				Hectare	Are	Square Metre
1. KHANDEWRA	50	17	12	00	01	19
		43	6/2	00	01	56
			23/1	00	02	00
2. MOHANPUR	20	2	17	00	01	87
			23/2	00	00	15
3. SANJARPUR	16	7	6/1	00	05	82
			6/2	00	00	50
			17/1	00	00	28
			18/1	00	00	41
			18/2	00	01	05
			23/1	00	00	20
4. BEHRAMPUR BHARANGI	9	32	10	00	00	20
			19	00	00	60
			21	00	00	20
5. MOHAMADPUR	12	14	4/2	00	00	20
			11/1/2	00	00	78
			21	00	01	36
			28	00	01	00
			12/2	00	01	05
			21	00	00	40
			32	00	00	93
			5	00	01	27
6. NECHANA	1	9	309/3	00	00	90
			24	00	00	24
			21	00	00	15
			17	00	00	33
			22	00	02	17
7. SULKHA	2	88	86	00	00	55
			9	00	00	29
			20	00	00	33
			89	00	00	32
			25	00	00	40
			104	00	00	22
			174	00	00	52
			181	00	00	60

नई दिल्ली, 28 अप्रैल, 2006

का. आ. 1625.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 2 जुलाई, 2005 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का. आ. 2311, तारीख 21 जून, 2005 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 254.21 हेक्टर (लगभग) या 628.15 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है, कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अभिप्राप्य है ;

अतः, अब, केन्द्रीय सरकार, कोयलाधारक क्षेत्र(अर्जन और विकास) अधिनियम, 1957(1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में यथावर्णित 254.15 हेक्टर (लगभग) या 628.03 एकड़ (लगभग) माप की भूमि और ऐसी भूमि में या उस सब पर के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है -

टिप्पण 1 :- इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1 (ई) III/जेजेएमआर/738- 1105, तारीख 14 नवम्बर, 2005 का निरीक्षण, कलेक्टर चंद्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - पिन- 700 001 के कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग) कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है ।

टिप्पण 2 :- कोयलाधारक क्षेत्र(अर्जन और विकास) अधिनियम, 1957(1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

8 (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिनों के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

1. स्पष्टीकरण

(1) इस धारा के अर्थांतर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में

या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

- (3) इस धारा के प्रयोजनों के लिए, वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3 :- केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 को उक्त अधिनियम के अधीन अधिसूचना सं. का. आ. संख्या 2519 तारीख 27 मई, 1983 में तारीख 11 जून, 1983 को भारत के राजपत्र भाग 2, खंड 3, उपखंड(ii) में प्रकाशित हुई थी, द्वारा सक्षम प्राधिकारी नियुक्त किया जाता है।

अनुसूची

एकोणा - I ओपनकास्ट ब्लाक खंड,
माजरी क्षेत्र, जिला चंद्रपुर (महाराष्ट्र)

(रेखांक सं.सी - I (ई) III /जेजेएमआर/738-1105 तारीख 14 नवम्बर, 2005) (अर्जित की जाने वाली भूमि को दर्शित करता है)

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1	एकोणा	11	वरोरा	चंद्रपुर	50.11	भाग
2	मार्डा	11	वरोरा	चंद्रपुर	40.65	भाग
3	वनोजा	11	वरोरा	चंद्रपुर	18.60	भाग
4	चरूर (खटी)	10	वरोरा	चंद्रपुर	144.79	भाग

कुल क्षेत्र:- 254.15 हेक्टर (लगभग)

या 628.03 एकड़ (लगभग)

ग्राम एकोणा में अर्जित किए जाने वाले प्लॉट संख्यांक:

87, 88, 89, 90, 91, 92, 97, 98/1- 98/2- 98/3, 99, 100, 101, 102, 103/1- 103/2, 104/1- 104/2- 104/3, 105, 106, 107, 108, 109, 110/1- 110/2- 110/3, 111, 112, 113, 114, 115, 116/1- 116/2, सड़क (भाग).

ग्राम मार्डा में अर्जित किए जाने वाले प्लॉट संख्यांक:

132, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147/1- 147/2, 148/1- 148/2, 162, 163, सड़क (भाग).

ग्राम वनोजा में अर्जित किए जाने वाले प्लॉट संख्यांक:

134, 152, 153, 154, 155, 156, सड़क (भाग).

ग्राम चरुर (खटी) में अर्जित किए जाने वाले प्लॉट संख्यांक:

46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56/1- 56/2- 56/3- 56/4, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76/1- 76/2, 77, 78/1- 78/2, 79, 80, 81/1- 81/2- 81/3, 82, 83, 84, 85/1- 85/2, 86/1- 86/2- 86/3, 464, 466/1- 466/2- 466/3- 466/4- 466/5- 466/6, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, सड़क (भाग).

सीमा वर्णन:

क - ख: रेखा "क" बिन्दु से आरम्भ होती है और प्लॉट संख्यांक 87, 89 की बाहरी सीमा के साथ-साथ ग्राम एकोणा से होकर गुजरती है तथा ग्राम एकोणा और चरुर (खटी) की सम्मिलित सीमा को पार करती है और प्लॉट संख्यांक 86/1- 86/2- 86/3 की बाह्य सीमा के साथ जाती है और सड़क पार कर प्लॉट संख्यांक 56/1- 56/2- 56/3- 56/4, 55, 54, 53, 52, 51, 50, 46 की बाह्य सीमा के साथ जाती है और सड़क पार करती है फिर प्लॉट संख्यांक 491, 492, 464, 466/1- 466/3- 466/4- 466/5- 466/6 की बाह्य सीमा के साथ जाती हुई "ख" बिन्दु पर मिलती है।

ख - ग: रेखा ग्राम चरुर (खटी) से होते हुए प्लॉट संख्यांक 466/1- 466/3- 466/4-466/5- 466/6, 466/2, 467, 468, 469 की बाह्य सीमा के साथ जाते हुए सड़क पार करती है फिर प्लॉट संख्या 471 की बाह्य सीमा के साथ जाती हुई ग्राम चरुर (खटी) और वनोजा की सम्मिलित ग्राम सीमा को पार करती है तथा ग्राम वनोजा के प्लॉट संख्यांक 156, 152, 134 की बाह्य सीमा के साथ गुजरती है और सड़क पार करती है एवं सड़क की बाह्य सीमा के साथ जाती हुई ग्राम मारडा के प्लॉट संख्या 163 की बाह्य सीमा के साथ जाती हुई "ग" बिन्दु पर मिलती है।

ग - क: रेखा प्लॉट संख्यांक 163, 162 147/1- 147/2, 148/1- 148/2, 140 की बाह्य सीमा के साथ ग्राम मारडा से होकर जाती है, सड़क पार करती है फिर प्लॉट संख्यांक 137, 132 की बाह्य सीमा के साथ जाती है, ग्राम मारडा और एकोणा की सम्मिलित ग्राम सीमा को पार करती है, फिर प्लॉट संख्यांक 116/1- 116/2, 103/1- 103/2, 98/1- 98/2- 98/3, 97, 92, 91, 87 की बाह्य सीमा के साथ गुजरती है और आरंभिक बिन्दु "क" पर मिलती है।

[सं.-43015/6/2005-पीआरआईडब्ल्यू]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 28th April, 2006

S. O. 1625.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2311 dated the 21st June, 2005, published in the Gazette of India, Part- II, Section 3, Sub-Section (ii) dated the 2nd July, 2005 under Sub-Section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in 254.21 hectares (approximately) or 628.15 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of said lands described in the Schedule appended to this notification ;

Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 7 of the Coal Bearing Areas (Acquisition & Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to acquire the said lands measuring 254.15 hectares (approximately) or 628.03 acres (approximately) and All Rights in or over such lands as described in the Schedule appended hereto :

Note 1 :- The plan bearing No. C-1(E)III/JJMR/738-1105 dated the 14th November, 2005 of the area covered by this notification may be inspected in the office of the Collector, Chandrapur (Maharashtra) or in the office of the Coal Controller, 1 Council House Street, Kolkata (PIN 700 001) or in the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra).

Note 2 :- Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows: -

“ 8. (1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation -

It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under Sub-Section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act. ”

Note 3 :- The Coal Controller, 1, Council house Street, Kolkata- 700 001, has been appointed by the Central Government as the competent authority under the Act, vide notification number S.O. 2519, dated the 27th May, 1983, published in Part II, Section 3, Sub-Section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE

Yekona - I Opencast Block, Majri Area, District - Chandrapur (Maharashtra)

Plan No. C-1(E)III/JJMR/738-1105 dated the 14th November, 2005.
(Showing lands to be acquired)

All Rights

Serial number	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Yekona	11	Warora	Chandrapur	50.11	Part
2	Marda	11	Warora	Chandrapur	40.65	Part
3	Wanoja	11	Warora	Chandrapur	18.60	Part
4	Charur (Khati)	10	Warora	Chandrapur	144.79	Part

Total area : 254.15 hectares

Plot numbers to be acquired in village Yekona :-

87, 88, 89, 90, 91, 92, 97, 98/1- 98/2- 98/3, 99, 100, 101, 102, 103/1- 103/2, 104/1- 104/2- 104/3, 105, 106, 107, 108, 109, 110/1- 110/2- 110/3, 111, 112, 113, 114, 115, 116/1- 116/2, Road (Part).

Plot numbers to be acquired in village Marda :-

132, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147/1- 147/2, 148/1- 148/2, 162, 163, Road (Part).

Plot numbers to be acquired in village Wanoja :-

134, 152, 153, 154, 155, 156, Road (Part).

Plot numbers to be acquired in village Charur (Khati) :-

46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56/1- 56/2- 56/3- 56/4, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76/1- 76/2, 77, 78/1- 78/2, 79, 80, 81/1- 81/2- 81/3, 82, 83, 84, 85/1- 85/2, 86/1- 86/2- 86/3, 464, 466/1- 466/2- 466/3- 466/4- 466/5- 466/6, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, Road (Part).

Boundary description :-

- A – B : Line starts from point 'A' through village Yekona and passes along the outer boundary of plot numbers 87, 89 and crosses common village boundary of villages Yekona and Charur (Khati) then proceeds through village Charur (Khati) along the outer boundary of plot numbers 86/1- 86/2- 86/3, crosses road then proceeds along the outer boundary of plot numbers 56/1- 56/2- 56/3- 56/4, 55, 54, 53, 52, 51, 50, 46 and crosses road then proceeds along the outer boundary of plot numbers 491, 492, 464, 466/1- 466/3- 466/4- 466/5- 466/6 and meets at point 'B'.
- B – C : Line passes through village Charur (Khati) along the outer boundary of plot numbers 466/1- 466/3- 466/4- 466/5- 466/6- 466/2, 467, 468, 469, crosses road then proceeds along the outer boundary of plot number 471, crosses common village boundary of village Charur (Khati) and Wanoja the proceeds through village Wanoja along the outer boundary of plot numbers 156, 152, 134, crosses road and proceeds along the outer boundary of road in village Wanoja then proceeds through village Marda along the outer boundary of plot number 163 and meets at point 'C'.
- C – A : Line passes through village Marda along with the outer boundary of plot numbers 163, 162, 147/1- 147/2, 148/1- 148/2, 140, crosses road then proceeds along the outer boundary of plot numbers 137, 132, crosses common village boundary of villages Marda and Yekona then proceeds along the outer boundary of plot numbers 116/1- 116/2, 103/1- 103/2, 98/1- 98/2- 98/3, 97, 92, 91, 87 and meets at starting point 'A'.

[No. 43015/6/2005-PRIW]
M. SHAHABUDEEN, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 31 मार्च, 2006

का. आ. 1626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इलेक्ट्रॉनिक्स इंजीनियरिंग रिसर्च इंस्टीट्यूट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 51/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-42012/1/2004-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 31st March, 2006

S.O. 1626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Central Electronics Engineering Research Institute and their workmen, which was received by the Central Government on 31-03-2006

[No. L-42012/1/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR**

Case No. CGIT-51/2004

Reference No. L-42012/1/2004-IR(CM-II)

Sh. Pawan Kumar and 10 Other workmen,
Through Mahamantri,
Rajasthan Public Sector Employees Union,
80, Bajrang Vihar,
Near Gopalpura Railway Bridge,
Jaipur, ... Applicant-Union

V/s.

1. The Director General,
Council for Scientific and Industrial Research,
Anusandhan Bhawan,
2, Rafi Marg,
New Delhi.
2. The Director/Administrative Officer,
Central Electronics Engineering Research
Institute,
Pilani,
Distt. Jhunjhunu (Raj.). ... Non-applicants

PRESENT:

Sh. R. C. Sharma, Presiding Officer

For the applicant : Sh. R. C. Jain

For the non-applicants: Sh. V. S. Gurjar

Date of award : 6-3-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this Industrial Dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Central Electronics Engineering Research Institute (CEERI), Pilani, in reducing the basic pay of Sh. Pawan Kumar and 10 other employees vide orders dated 15-4-98 and 14/17-9-99 is legal and justified? If not, to what relief the claimants are entitled to and from which date?"

2. The applicant-union has pleaded in its claim statement that the connected workmen were initially appointed as the casual workers, that the non-applicant No. 1 issued a circular on 27-6-94 for conferment of the temporary status on the casual workers working under the non-applicant establishment and in pursuance thereof the non-applicant No. 2 issued a circular on 26-8-94 whereby the workmen were conferred with the temporary status. It is further stated that the benefits of wages at daily rates with reference to the minimum of pay scale for a corresponding regular lowest group C/Group D officials and the benefits of annual increments were also granted to them. While the workmen were working as temporary workers, a circular was issued for regularizing their services and their services were regularized from the dates shown in the list annexed with the claim statement. It has been further pointed out that while regularizing their services, the salary which they were drawing as temporary workmen was protected, but afterwards non-applicant No. 2 in pursuance of the letters dated 15-4-98 and 14/17-9-99 issued by non-applicant No. 1 which changed the condition No. 8 of workmen's appointment order, issued a letter for fixation of their pay at the minimum of the pay scale. It has been alleged that this change in the appointment condition is unjustified and illegal on the grounds that prior to it no notice under Section 9(A) of the Act was issued to the workmen, that the service conditions and the salary which the workmen were getting could not be changed with retrospective effect and that the benefits which were granted to the workmen at the time of conferment of temporary status upon them cannot be withdrawn. It is further stated that since the workmen have completed 7 years of service, they are also entitled for the promotion. The Union has urged that the aforesaid order be quashed and all the consequential benefits be awarded to the workmen.

3. Disputing the claim, the non-applicants in their written-counter have averred that the workmen being the regular employees of the establishment cannot be the members of any Union which has not been authorized by the non-applicant Council, that the present dispute relates to the civil post which can only be raised before the Tribunal constituted under the Administrative Act, 1985 and that the non-applicant establishment is not an industry as defined under Section 2-J of the Act. They have further stated that in fact the workmen were initially employed as contract labourers and not as casual workers and that while regularizing their services no order for protecting their salary was passed. It is further stated that since there was no clear directions at the time of regularizing the services of the workmen, on seeking the instructions from CSIR, it had directed that while regularizing the services of the connected workmen their pay should be fixed at the minimum of the pay scale and in accordance with it, the order was issued by the non-applicant establishment. The non-applicants have further explained that the affected workmen had submitted their representations which were rejected on consideration by them. As per the averments, the workmen had also submitted their representations before the Grievance Committee, which were also disallowed. Thus, prior to the modification in the said condition, full opportunity of hearing was given to them and subsequent to 25-4-2001 no representation from these employees was received by the higher authorities. It is also stated that the workman Ramjee Lal has been retired on attaining the superannua age on 30-11-2004 and all the retirement benefits have been awarded to him.

4. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the services of all the workmen (ten in total) were regularized on the posts and from the dates as shown in the table annexed with the statement of claim ? BOA
- II. Whether all these workmen are entitled to get the basic pay w.e.f. the date of their regularization of the service and for its protection ? BOA
- III. Whether this dispute cannot be raised by the applicant-union as per the averment contained at para 1 of the written statement ? BONA
- IV. Whether this Tribunal has got no jurisdiction as per the averment stated at para 2 of the written statement ? BONA
- V. Whether the non-applicant establishment is not covered by the definition of industry as defined under Section 2-J of the ID Act ? BONA
- VI. Relief, if any.

5. In the evidence, the Union has placed on the record the affidavit of WW-I Pawan Kumar and in the rebuttal, the counter-affidavit of MW-I Inder Singh, Administrative Controller was submitted. Both these witnesses were cross-examined by the respective opposite representative. Both the parties have also led the documentary evidence on the record.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I & II :

7. Since the facts involved under both these points are identical, they are being discussed together as hereunder.

8. The Id. representative for the Union contends that the details of the workmen's appointment have been given in the chart Ex. W-1 and after regularisation of their services, their salary was protected, which was subsequently reduced by the two orders Ex. W-5 and order dated 14/17-9-1999 issued by the non-applicant establishment. The Id. representative has then contended that by issuing the order Ex. W-3 by the non-applicant, the temporary status was conferred on the workmen and the benefits of wages at daily rates with reference to the minimum of pay scale for a corresponding regular lowest Group C and Group D officials and that of annual increments were also granted to them. On regularizing their services, it is further contended that vide order Ex. W-4 their salary was protected as mentioned at condition No. 8 of the order but by the order Ex. W-5 dated 15-4-98 it was decided that the workmen's pay be fixed at the minimum of pay scale of the relevant Group C or Group D. Challenging the order Ex. W-5 and W-7, the Id. representative for the Union further contends that prior to the amendment of condition No. 8 of the absorption order Ex. W-4, no notice under Section 9(A) of the Act was issued to the workmen which is a mandatory provision and hence the order Ex. W-5 and W-7 are unjustified and illegal. The Id. representative has also contended that even the notice was required to be issued to the workmen in the prescribed proforma which has also not been complied with by the non-applicant establishment and the benefits already given to the workmen cannot be withdrawn. The next contention advanced by the Id. representative is that the management after changing the condition has issued the notices to the workmen for filing the representations which is a clear violation of Section 9(A) of the Act and on this ground alone the withdrawal of benefits which the workmen were getting is absolutely illegal.

9. Per contra, the Id. representative for the non-applicants contends that as per the casual workers' absorption scheme, the workmen were granted the temporary status and their services were regularized. The temporary status granted to the daily wagers confers certain

benefits to them and the parties cannot go beyond the scheme as agreed by the workmen. These benefits were extended to the workmen and the scheme contemplate under Clause 8 that they would continue to draw the same salary and regular increments as earlier. The Union has tried to equate these workmen with the regular employees, who cannot equate themselves with the regular employees and cannot be conferred with the rights the regular employees have. The Id. representative further contends that in other words the workmen cannot claim the rights which are available to the regular employees. The Id. representative has also contended that the notice dated 16-3-2000 issued to the workmen says that the management wants to fix their pay according to rules and there is no such authority which says that no action can be taken as per the rules. If any irregularity was committed then there is no use to continue with it and in letter and spirit, there is a substantial compliance with Section 9(A) of the Act.

10. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

11. For an adequate examination of the controversy at hand, a brief narration of the relevant circulars/orders is depicted as below.

12. Ex. W-2 is a circular dated 27-6-94 issued by the Joint Secretary, CSIR to the Director of the non-applicant establishment in relation to the grant of the temporary status and regularisation of the daily wage/casual workers engaged by CSIR institutes. It speaks that under the "casual workers absorption scheme, 1990 CSIR has approved conferment of temporary status in terms of Government of India instructions dated 10-9-1993 on the daily wage/casual workers already identified for absorption under the scheme". Its para (A) (iii), (B) (i) and (ii) are quoted as below :—

"(A) (iii) : Temporary status would not, however, entitle them to be brought on the permanent establishment unless they are selected through regular selection process as per procedure prescribed in the CSIR Scheme on Absorption of Casual Workers.

(B) (i) : Wages at daily rates with reference to the minimum of pay scale for a corresponding regular lowest Group-D/Group-C official, as the case may be, including DA, HRA and CCA.

(B) (ii) : Benefits of increments at the same rate as applicable to a Group-D/Group-C employee would be taken into account for calculating pro-rata wages for every one year of service subject to performance of duty for at least 240 days (206 days in administrative officers observing 5-days week) in the year from the date of conferment of temporary status."

13. In pursuance of this circular the office memorandum Ex. W-3 was issued by the non-applicant establishment and the aforequoted paras of the circular dated 27-6-94 correspond to para A(iii) and B(i) and (ii) of Ex. W-3. Thus, by this memorandum, the temporary status was conferred on the workmen.

14. Vide order Ex. W-4 dated 10-8-98, the workmen were absorbed on the roll of the establishment under the aforestated scheme. This order was issued to the workmen Pawan Kumar and it has been contended on behalf of the workmen that identical orders were issued to the remaining workmen, which is not in dispute. Its condition No. 8, 9 and 16 are quoted as below :—

"8. : You will continue to draw the same salary and your regular increments as earlier. No new fixation of pay shall be made.

9. : The provisions of the Central Civil Services (Classification, Control and Appeal) Rules, Central Civil Services (Conduct) Rules and such other rules or executive orders as may from time to time, be applicable to the servants of the Council, shall apply to the extent to which they are applicable to the appointment hereby offered and the decision of the Council as to their applicability shall be final.

16. : In regard to any matter not specifically covered in the foregoing paragraphs, you will be governed by the rules and orders applicable to the other employees of the Council."

15. Ex. W-5 is a circular dated 15-4-98 issued by the Joint Secretary, CSIR for guidance on the fixation of pay of casual labourers with temporary status on their regularisation. It says "In terms of the OM under reference, it is clarified that the pay of casual labourers with temporary status on their regularisation against a Group 'D' post may be fixed at the minimum of the pay scale of the relevant Group 'D' post." Vide letter dated 14/17-9-1999 a copy of the aforesaid circular was forwarded to the Director CEERI, Pilani by the Joint Secretary.

16. Vide office memorandum dated 16-3-2000, the workmen were asked as to why relevant clause No. 8 be amended to the extent that "pay will be fixed as per rules" and the salary be refixed accordingly and further offered an opportunity to file the representation, if any. The representation of the workmen was rejected vide order Ex. W-7 dated 8-11-2000.

17. Section 9(A) of the Act is further usefully quoted as below :—

"9-A Notice of change—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter

specified in the Forth Schedule, shall effect such change :—

(a) Without giving to the workmen likely to be effected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) Within twenty one days of giving such notice :

Provided that no notice shall be required for effecting any such change :—

(a) Where the change is effected in pursuance of any (settlement or award); or

(b) Where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.”

18. The contention advanced on behalf of the Union is that prior to effecting the change in condition no. 8 of Ex. W-4, the workmen were not heard in accordance with the provision under Section 9(A) of the Act. But this submission does not find support from the record. The office memorandum dated 16-3-2000 clearly states that as per the directives received from CSIR dated 15-4-98, the pay of casual labourers with temporary status on their regularisation is required to be fixed at the minimum of the pay scale of the relevant Group. Vide this office memorandum, an opportunity of hearing was offered to the workmen and Ex. W-7, the office memorandum reflects that the representation submitted by the workmen Sh. Pawan Kumar was on consideration disallowed. It is nowhere the case of the Union that prior to the issuance of the office memorandum dated 16-3-2000 and 8-11-2000 the salary of the workmen was fixed in accordance with Ex. W-5. It has also been alleged that vide Ex. W-5 the decision had already been taken and subsequent to it the notice was issued. But it cannot be presumed from the contents of Ex. W-5 that the issue was finally decided. It only renders a clarification on the subject and it is unsustainable that the change was finally effected prior to the hearing of the workmen. Therefore, the contention advanced on this count is negated.

19. And now, I am faced with an immediate pivotal question as to whether the provision under Section 9-A can be invoked in the controversy at hand ?

20. Condition no. 9 of Ex. W-4, the order of absorption dated 10-8-1998 clearly states that the provisions of the Central Civil Services (Classification, Control and Appeal) Rules, Central Civil Services (Conduct) Rules shall apply to the extent to which they are applicable to the appointment hereby offered and the decision of the Council as to their applicability shall be final. It, therefore, clearly flows from the aforesaid condition that at the time of the workmen's absorption it was made clear to them that they will be governed by Central Civil Services (Classification, Control and Appeal) Rules and Central Civil Services (Conduct) Rules and it was accepted by them too. The Sub-proviso 'b' to Section 9-A clearly states that where the workmen, likely to be affected by the change are persons to whom Central Civil Services (Classification, Control and Appeal) Rules are governed, no notice under the Section shall be required for effecting any such change. Obviously, the present controversy falls under the Sub-proviso 'b' to Section 9-A which excludes the application of Section 9-A and as such, the provision of Section 9-A cannot be attracted in this case and the contention put forth on behalf of the Union becomes wholly fallacious.

21. Now I am turn to the next contention put forward on behalf of the Union that the management has characterized the discrimination while withdrawing the benefits from workmen. The Id. representative for the workman has contended that CEERI has a center in Madras wherein CBES Project Director appointed three persons, viz., B. Kumaravel, S. Krishnan and K. Aiyappan, who were given the regular pay scale, whereas the workmen have given it later on and while withdrawing the said benefits from the workmen no such order was issued against these three employees. The Id. representative has pointed out that condition numbers 1 and 8 of the appointment of workmen are similar to that of these 3 employees.

22. Countering this submission the Id. representative for the non-applicants submit that B. Kumaravel and Ors. were engaged as technicians on the recommendation of the Project Selection Committee in a Project at Madras and the specific conditions have been mentioned in the letters of offer of appointments. His further contention is that to equate with them, the workmen must show that they have been appointed like them and there is a difference in mode of recruitment in terms of their appointment. He has also contended that B. Kumaravel and Ors. were considered under a promotion scheme.

23. On 5-10-2005, the applicant-union had petitioned before the Court at the stage of cross-examination of the management witnesses that the three other employees B. Kumaravel and Ors. were regularized as contract workers by giving them the benefit of increment and while

regularizing their services the benefits of pay increment has not been withdrawn. Therefore, the Union sought the permission to place on record the relevant documents relating to these three officials, which was opposed on behalf of the non-applicants that their case is not at par with the workmen's case. On consideration, the documents were taken on record.

24. Obviously, the plea of discrimination has not been incorporated in the claim statement which has been subsequently adopted by the Union at the stage of the evidence. No reason could be assigned as to why this plea could not be taken in the claim statement.

25. Secondly, though MW-1 Inder Singh has been cross-examined at length by the Id. representative for the Union on this point, yet no distinct facts have surfaced from his testimony. Adverting to the documents available on the record, it is revealed that the offer of appointment letters dated 17-9-1987, 21-9-1987 and 16-5-1988 were issued to B. Kumaravel, S. Ramakrishnan and K. Aiyappan respectively which say that on the recommendation of Selection Committee, the Director, CEERI is willing to contract them as project technician in the Centre for Development of Electronic Systems at Madras on the terms and conditions mentioned below. Apparently, the mode of selection amongst the workmen and B. Kumaravel and Ors. is entirely different and the submission made on behalf of the Union that the management has characterized discrimination while not withdrawing the said benefits from B. Kumaravel and Ors. cannot be sustained in view of the matter.

26. The Id. representative for the non-applicants in support of his submission has invited my attention towards the decision reported in AIR 1967 SC 1889, the facts thereof are that there were originally 2 scales for train examiners, which were later revised as a result of the recommendation of the Pay Commission. The question posed before their Lordship was whether the notification issued by the respondent was invalid so far as it makes a discrimination against the petitioner for promotion to Group 'C'. The Hon'ble Court in this case has observed as below :—

"We pass on to consider the next contention of the petitioner that there was a contractual right as regards the condition of service applicable to the petitioner at the time he entered Grade 'D' and the condition of service could not be altered to his disadvantage afterwards by the notification issued by the Railway Board. It was said that the order of the Railway Board dated January 25, 1958, Annexure 'B', laid down that the promotion to Grade 'C' from Grade 'D' was to be based on seniority-cum-suitability and this condition of service was contractual and could not be altered thereafter to the prejudice of the petitioner. In our opinion, there is no warrant for this argument. It is true that the origin of Government service is

contractual. There is an offer and acceptance in every case. But once appointed to his post or office the Government servant acquires a status and his rights and obligations are no longer determined by consent of both parties, but by statute or statutory rules which may be framed and altered unilaterally by the Government. In other words, the legal position of a Government servant is more one of status than of contract. The hallmark of status is the attachment to a legal relationship of rights and duties imposed by the public law and not by mere agreement of the parties. The emolument of the Government servant and his terms of service are governed by statute or statutory rules which may be unilaterally altered by the Government without the consent of the employee."

27. In view of this principle propounded by the Hon'ble Apex Court, when the absorption was offered to the workmen it was accepted by them, which contain conditions number 9 and 16 and now they cannot agitate that the provision under Section 9-A was not complied with and that the discrimination was characterized by the establishment against them.

28. To conclude, for the foregoing reasons, the applicant-union has not succeeded to establish that the workmen are entitled to get their pay protected and both these points are decided in this manner accordingly.

Point No. III :

29. At para 1 of the written statement, the non-applicants have pleaded that the workmen are the regular employees of the establishment who cannot take the membership of any other Union not authorized by the non-applicant Council. The Id. representative for the non-applicants contends that the Union has espoused the cause of the workmen but nothing has come out from the Union. In response, the Id. representative for the Union contends that the reference is in the name of Pawan Kumar and 10 other workers and majority of the workmen have raised the dispute and, therefore, it is a valid dispute.

30. The reference under consideration is in the name of Pawan Kumar and 10 other workmen, whereas the claims of the workmen have been filed through the Union and only one workmen, viz., Pawan Kumar has submitted his affidavit, who has not even disclosed that he is the bearer of any executive post of Union. No other workman accept him has appeared in the witness box and has offered himself for the cross-examination. He has also admitted that one of the workmen Ramji Lal has retired from service and has even pleaded ignorance as to whether he had filed any representation before the concerned authority.

31. It could not be clarified on behalf of the Union as to how it could espouse the cause of the workmen who were the members of the non-applicant council as disclosed

by Pawan Kumar in is cross-examination. In a question put to him that being the member of the council he cannot take the membership of any other union and to which union he belongs, he has answered that workmen are the members of CEERI Workers Association which does not exist now. Even in the claim statement, it has not been disclosed on behalf of the Union that all the 11 workmen are its member. Therefore, on all these counts the applicant union is not entitled to raise the dispute of the workmen and no other workman except Pawan Kumar has appeared into the witness box in support of his claim. This point, therefore, is decided in favour of the non-applicants.

Point No. IV :

32. At para 2 of the written statement, the non-applicants have stated that since the workmen are the holders of the civil post, therefore, the dispute can only be raised before the CAT. It has been opposed on behalf of the applicant union.

33. In this regard, the circular Ex. W-2 issued by the Joint Secretary, CSIR is pertinent which is applicable to the workmen as daily wagers/casual workers engaged by CSIR and it relates to the conferment of temporary status on them. Therefore, considering the aforesaid status of the workmen the present controversy is covered by the provisions of the Act. This point, therefore, is decided against the non-applicants.

Point No. V :

34. The Id. representative for the CEERI contends that in view of clause 2 of Memorandum of Association, CEERI is a purely research institute which does not attract the application of the provision under Section 2-J of the Act. The Id. representative insists upon the plea incorporated in the written counter and states that the institute does not produce the goods and does not renders services for others and as such it is not covered by the definition of industry as defined under Section 2-J of the Act. To support his submission, the Id. representative for the CEERI has referred to the decision (1997) 4 SCC 257, *Physical Research Laboratory vs. K. G. Sharma*.

35. Responding to the submission, the Id. representative for the Union contends that the institute is producing goods and is rendering services to others, they are making devices for other organizations and are providing these to other establishments.

36. In (1997) 4 SCC 257, the decision referred to on behalf of the CEERI, the Hon. Court has observed that the Physical Research Laboratory conducting the research in the space science is not an industry. The relevant passage is extracted as below :—

“PLR is an institution under the Government of India’s Department of Space. It is engaged in pure research in space science. What is the nature of its research

work is already stated earlier. The purpose of the research is to acquire knowledge about the formation and evolution of the universe but the knowledge thus acquired is not intended for sale. The Labour Court has recorded a categorical finding that the research work carried on by PRL is not connected with production, supply or distribution of material goods or services. The material on record further discloses that PRL is conducting research not for the benefit of use of others. Though the results of the research work done by it are occasionally published they have never been sold. There is no material to show that the knowledge so acquired by PRL is marketable or has any commercial value. It has not been pointed out how the knowledge acquired by PRL or the results of the research occasionally published by it will be useful to persons other than those engaged in such type of study. The material discloses that the object with which the research activity is undertaken by PRL is to obtain knowledge for the benefit of the Department of Space. Its object is not to render services to others nor in fact it does so except in any indirect manner.”

37. On other hand, in 1978 (1) LLJ SC 349, the Hon Apex Court while considering this question has held that the research institutes are industries. The observation is quoted as below :—

“Even though a research institute may be a separate entity disconnected from the many industries which founded the institute itself, it can be regarded as an organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit motive, are industries.”

38. In view of these judicial pronouncements, it is to be adjudged whether on the facts involved in, the controversy, the institute can be termed as industry as defined under Section 2-J of the Act.

39. Clause 3 of the Memorandum of Association lays down that the industrial research fund be constituted for the purpose of fostering industrial development in this country. Its following clauses are also relevant to demonstrate its functions.

Clause B : the promotion, guidance and co-ordination of scientific and industrial research in India including the institution and the financing of specific researches;

Clause C : the establishment or development and assistance to a special institutions, departments of

existing institutions for scientific study of problems affecting particular industries and trade.

Clause E : the utilization of the results of the researches conducted under the auspices of the Council towards the development of industries in the country and the payment of a share of royalties arising out of the development of the results of researches to those who are considered as having contributed towards the pursuit of such researches.

40. Clause 2(b) defines the objective of the Council as scientific and industrial applied research of national importance and its major activities should be (ii) research and development projects sponsored by industries in the public/private sector and others and in consonance with the national priorities, (iv) research and development of new technologies relevant to the country's social, economic and industrial needs in keeping with the national objective of self-reliance, (vii) maintenance of national physical standards and a library of standard reference materials, (f) the establishment, maintenance of management of laboratories, workshops, institutes, museums, including mobile museums and organizations to further scientific and industrial/applied research and development and to utilize and exploit for purposes of experiment or otherwise any discovery of invention likely to be of use to Indian industries, (hh) to enter into arrangements with foreign scientific agencies and institutions for, exchange of scientists, study tours, training in specialized areas of science and technology, conducting joint projects, providing technical assistance in the establishment of scientific institutions and for other matters consistent with the aims and objectives of the Society, (j) to invest the funds of, or money entrusted to, the Society upon such securities or in such manner as may from time to time be determined by the Governing Body and from time to time sell or transpose such investment.

41. Thus, these are the functions of the institute as indicated by the Memorandum of Association.

42. Thus, the aforesaid facts reflect that the institute is also conducting research for the benefit or use of the others and the research work is also carried on by the institute provide it to other institutions on payment of fee to it. Therefore, the non-applicant institute is rendering the services to other establishments and has the profit motive which renders it into the category of an industry and it does fall within the purview of Section 2-J of the Act.

43. It is obvious from the narration of the aforesaid facts that the facts of (1997) 4 SCC 257 do not bear resemblance with the present controversy since in that case the Physical Research Laboratory was engaged in pure research in space science and the research work carried on by it was not connected with the production,

supply or distribution of goods and services. Under these circumstances, the Hon. Court has held that the PRL is not an industry, whereas the facts of the present controversy are quite dissimilar from the referred to case and in the instant controversy, the non-applicant institute is also conducting the research work for the benefit or use of the others. In this way, the submission made on behalf of the workmen finds support from the decision rendered in 1978 (1) LLJ SC 349 and having applied to the parameters as laid down by the Hon. Apex Court in both the cases supra, it is held that the non-applicant institute is an industry as defined under Section 2-J of the Act. Accordingly, this point is decided in favour of the workmen and against the institute.

Relief :

44. For the foregoing reasons, the workmen are entitled to no relief.

45. In consequence, the reference is answered in the negative against the workmen and in favour of the CEERI and it is held that reducing the pay of Shri Pawan Kumar and 10 other employees vide orders dated 15-4-1998 and 14/17-9-1999 is legal and justified. Their claim is dismissed. An award is passed in these terms accordingly.

46. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 31 मार्च, 2006

का. आ. 1627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत अर्थ मूवर्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 7/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-42012/17/2004-आई. आर. (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 31st March, 2006

S.O. 1627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Bharat Earth Movers Limited and their workmen, which was received by the Central Government on 31-03-2006

[No. L-42012/17/2004-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-7/2005

[Reference No. L-42012/17/2004-IR(CM-ID)]

Sh. Ishwarlal,
S/o Sh. Sohanlal Harijan,
H. No. 394, UIT Colony,
Purohitonki Madri,
Udaipur (Raj.).

... Applicant

Versus

The District Manager,
Bharat Earth Movers Limited,
Udaipur,
Udaipur (Raj.).

... Non-applicant

PRESENT:

Sh. R. C. Sharma, Presiding Officer

For the applicant : Sh. Rajesh

For the non-applicant : Sh. C. D. Sharma and
Sh. C. P. Shrimali.

Date of award : 3-3-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this Industrial Dispute for adjudication to this Tribunal which runs as under :—

'Whether the action of the management of Bharat Earth Movers Ltd., Udaipur in terminating the services of Sh. Ishwarlal is legal and justified? If not, to what relief the workman is entitled?'

2. The workman has pleaded in his claim statement that he was engaged as a sweeper on 2-6-1985, who continuously worked till 30-4-1994 and thereafter he was employed as helper w.e.f. 1-5-1994 who performed this job upto 2-11-2002. But on 3-11-2002 he was declined to join the duty. He has further stated that he has completed over 240 days of continuous service with the non-applicant establishment, whose service was terminated in violation of Section 25-F of the Act. He has also alleged that at the time of terminating his services, the junior person to him, namely, Shri Manoj Bhutani was retained, whose services have been regularized w.e.f. 1998. He has urged that his termination order be declared illegal and unjustified and he may be reinstated in service with all consequential benefits.

3. Disputing the claim, the non-applicant in his written-counter has averred that the date of workman's termination is not mentioned under the terms of reference

which on this count is incomplete. According to his averments, the workman was orally engaged on contractual basis for sweeping and cleaning the official premises before opening of the office, that he was never employed as a helper by the establishment and that occasionally his services were taken for packing and unpacking the boxes of the spare parts received in the office. He has also stated that the workman's application for appointing him on casual basis was forwarded to the higher authorities on 10-8-1999, which was not accepted by them.

4. In the rejoinder, the workman has reiterated the facts as narrated by him in his claim statement.

5. On pleadings the following points for determination were framed :—

I. Whether the workman was employed as a sweeper on 2-6-1985 by the non-applicant establishment, who continuously worked up to 30-4-1994 as a sweeper and thereafter from 1-05-1994 till 02-11-2002 as a helper and whose service was terminated in violation of Section 25-F of the Act? BOA

II. Relief, if any.

In the evidence, the workman has submitted his affidavit and also examined WW-2 Mahmood Khan in his favour. In the rebuttal, the counter-affidavit of MW-I VM Mathur, District Manager, MW-2 Ms. Sunita Moorty, Account Officer, MW-3 Uday Singh, Manager (Parts), MW-4 Ramesh Chandra Jayaswal, Regional Manager and MW-5 VG Krishnan Kutti have been placed on the record. All these witnesses were cross-examined by the respective opposite representative.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I:

8. The Id. representative for the workman contends that the workman had worked from 1-5-1994 to 2-11-2002 as sweeper and helper and w.e.f. 3-11-2002 his service was orally terminated. His next contention is that the workman has completed 240 days of service in each calendar year and the management witnesses have admitted that he was regularly working with the establishment. He has also contended that the vouchers subsequent to 1994 were called for from the establishment which have not been produced.

9. In response, the Id. representative for the non-applicant submits that from 1985 to 1994 the workman was performing the job of sweeping in the office premises on contractual basis and subsequent to the year 1994 on requirement basis his services were taken as helper for packing and unpacking the boxes received in the office. The Id. representative further contends that the forwarding

letters by which the applications of the workman were forwarded are not entered into the official record and he has not completed 240 days of work in any of the calendar years. He has also contended that the date of termination is not mentioned in the reference which cannot be now amended and the claim deserves to be rejected simply on this account.

10. In the rejoinder, the Id. representative for the workman submits that non-mentioning of termination date in the reference is a technical mistake and simply on this account the claim of the workman cannot be rejected.

11. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial verdicts referred to before me by both the parties.

12. The workman in support of his contention that he had regularly worked with the non-applicant establishment has examined WW-2 Mahmood Khan, who has deposed in his affidavit that he is running a bicycle repairing shop at New Fatehpura, Udaipur, which is situated nearly 1/2 kilometer away from the establishment. His testimony is that the workman had worked for 16 or 17 years with the management. But in his cross-examination, he has admitted that for the last 17 years he is having the friendship with the workman and that whenever he went to see him in his office, he called him outside the office and never entered into the office. He could not reply as to when he visited him last in the office. It appears that he is an interested witness and his testimony is unnatural and vague which cannot be relied upon.

13. WW-1 Ishwar Lai has deposed that from 2-6-1985 till 30-4-1994 he worked as a sweeper under the employment of the non-applicant establishment, who was engaged as a helper w.e.f. 1-5-1994 till 2-11-2002. He has exhibited his applications and forwarding letters in his evidence.

14. In his cross-examination, the workman has admitted that from 1985 to 1994 he was discharging the sweeping job only, which he used to discharge till 10 A.M. He has further disclosed that subsequent to 1994 he was performing the job of packing the boxes in the office. Thus, from his oral testimony it is reflected that from 1985 to 1994 he was a part-time sweeper and subsequent to it he was functioning as helper on daily wages basis in the office.

15. Ex. 1 is an application dated 2-2-1999 addressed by the workman to the District Manager wherein he has stated that since 1985 till 1994 he has worked as sweeper in the office and w.e.f. May, 1994 he is working in the store department regularly on daily wages basis. This application was forwarded to the higher authority vide forwarding letter Ex. 2 dated 17-2-1999. A similar application Ex. 3 was presented by the workman before the District Manager and it was forwarded to the higher authorities vide

forwarding letter Ex. 4 dated 10-8-1999 for considering his regularization of his service on casual basis against the vacancy of casual messenger. It says that the office is utilizing the services of Ishwar Lal as a sanitary helper on contractual basis since 1985 to 1994 and afterwards from 1994 till date as a helper in store on daily contract basis. This forwarding letter was written on 10-8-1999 and it flows from this letter that the workman was continuously working as sanitary helper from 1985 to 1994 and from 1994 till 10-8-1999 as a helper, who has thus completed one year of continuous service in the each calendar year during this period. So far as the completion of 240 days of actual service preceding to the date of his termination is concerned, the workman had sought to call upon the management to produce the payment vouchers from 2-6-1985 to 2-11-2002 and in response the non-applicant had pointed out that the vouchers of this period were destroyed. But vide order dated 12-8-2005 while disposing of the workman's application the applicant was required to submit the affidavit before the court to this effect that the vouchers of the relevant period have been destroyed. I find force in the submission advanced by the Id. representative for the workman when he contends that the management in pursuance of this order has not placed any affidavit before the court. As such, the adverse inference can be drawn against the non-applicant and it can be presumed that during the preceding calendar year to the date of his termination the workman had completed 240 days of actual service with the non-applicant management. The contention advanced by the Id. representative for the workman is fortified by the decisions reported in 2002 (1) LLJ Madras 106 and 2005 (4) WLC (Raj.) 533.

16. The management witnesses have respectively stated in their affidavits that the workman had discharged the job of sweeping only from 2-6-1985 to 30-4-1994 on consolidated monthly payment of Rs. 120. They have further stated that he had not continuously worked from 1-5-1994 to 2-11-2002 as a helper, but on the exigencies of work his services were utilized only for 3-4 days in a month on daily wages basis. MW-5 VG Krishnan Kutti has also deposed that District Manager is not authorized to issue the certificates.

17. Though the management witnesses have denied that the workman had continuously worked subsequent to 30-4-1994, but their oral testimony is in contradiction with the documentary evidence brought on the record by the workman especially the forwarding letter Ex. 4 dated 10-8-1999 which categorically states that till the date of addressing the letter the workman was under the employment of the establishment. Further, no circular/rule could be shown before me by the Id. representative for the management that District Manager is not empowered to issue such letters. Therefore, the documentary evidence available on the record cannot be discarded simply on this count. Accordingly, the oral evidence adduced by the

management is not trustworthy and no credence can be attached to it.

18. As a result, the workman has succeeded to establish that he performed the sweeping job as part-time sweeper from 2-6-1985 till 30-4-1994 and subsequently as helper on daily wages he worked from 1-5-1994 to 2-11-2002. It is further established that from 1985 till 10-8-1999 the workman had completed the continuous service of one year during this period and that he had completed 240 days of actual service in a calendar year preceding to his date of termination. It is undisputed that prior to his termination no notice or one month pay in lieu of notice, nor retrenchment compensation was paid to him.

19. Now, an immediate question is up before me as to whether in the absence of mentioning any date of workman's termination in the reference, his claim can be accepted and he can be reinstated in the service.

20. It has been vehemently contended on behalf of the non-applicant that since the date of termination has not been mentioned in the terms of reference, this Tribunal has no power to amend the terms of reference. The Id. representative has invited my attention towards RLR 2002(2) 448 and 2003 (99) FLR 354. This submission has been countered on behalf of the workman by contending that it is merely a technical mistake and the workman has specifically pleaded that his service was terminated w.e.f. 2-11-2002. Therefore, the relief cannot be denied to him on this ground alone.

21. In RLR 2002(2) 448, the Hon'ble Rajasthan High Court has observed that Labour Court has no jurisdiction to correct/modify/amend/alter the terms of the reference or correct the name or date of termination. Hence the award was found to be nullity being without jurisdiction. But in this case, the Hon'ble Court had set the workman at liberty to approach the appropriate government for amending the reference. In another decision 2003 (99) FLR Raj. 354, the Hon'ble Court has observed the similar view by stating that the Labour Court has no competence to correct/modify/amend/alter the terms of the reference or mention the date of termination as suggested by the workman and in case if it is done so, the award becomes nullity.

22. Following the aforesaid principle propounded by the Hon'ble Court, no award can be passed in favour of the workman by accepting his claim in the lack of mentioning the termination date in the terms of reference and it is left open to the workman to approach the competent government for modifying the terms of the reference. This point is decided in this manner.

Point No. II:

23. Though on the question of retention of junior persons to the workman at the time of terminating his service no issue could be framed, yet since both the parties have

led the evidence on this point. I deem it proper to discuss it.

24. The workman has pleaded that at the time of terminating his service the junior person to him, namely, Manoj Bhutani was retained in the service. But the management witnesses have denied this fact. MW-1 V.M. Mathur has stated that Manoj Bhutani is a regular selected employee and similar is the testimony of MW-3 Uday Singh. Apart it, no documentary evidence could be led by the workman on this point to establish this fact and even he has not disclosed this fact in his affidavit. As such, the workman's contention that Manoj Bhutani was retained while terminating his service is not sustainable and is repelled accordingly.

Relief:

25. For the foregoing reasons, the workman is entitled to no relief.

26. In the result, it is held that the termination of the workman's services by the non-applicant management is legal and justified in the absence of non-mentioning the date of termination in the reference. However, the workman would not be precluded to get the reference amended to this extent. An award is passed in these terms accordingly.

27. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 31 मार्च, 2006

का. आ. 1628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई डी-8/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-2006 को प्राप्त हुआ था।

[सं. एल-12011/39/2003-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 31st March, 2006

S.O. 1628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-8/2003) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 30-3-2006.

[No. L-12011/39/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U.P.****Industrial Dispute No. 8 of 2003****In the matter of dispute between**

Daya Shanker Lal and 24 others,
Mahatma Gandhi College Road,
Purdilpur Gorakhpur

AND

The Dy. General Manager,
State Bank of India,
Town Hall,
Gorakhpur

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12011/39/2002 IR-(B-II) dt. 20-3-03 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the management of State Bank of India, Gorakhpur in not paying back wages to the workmen shown in the annexure after reinstating them in the service and in not granting the promotion and financial benefits to the workmen shown in the annexure as have been given to their juniors at the time of their respective termination is legal and justified? If not to what relief the workmen concerned are entitled to?”

2. In the instant case after receipt of the reference order statement of claim was filed by the workmen. The management instead of filing reply to the statement of claim challenged the reference order by way of filing civil misc. writ petition no. 31654 of 2003 wherein they obtained stay order dated 28-7-03 passed by the Hon'ble High Court and filed certified copy of the order dated 28-7-03 in the present proceeding before this tribunal on which the proceedings of the case were kept in abeyance. The Hon'ble High Court vide its order and judgment dt. 18-8-05 allowed the writ petition of the management bank and the impugned order of reference dated 20-3-03 passed by Central Government and all consequential proceedings including the proceedings in the present dispute were quashed. A certified copy of the aforesaid order of the Hon'ble High Court is on record. In view of position explained above, the tribunal is left with no option but to hold that the workmen involved in the reference order are not entitled for any relief.

3. Reference is answered accordingly against the workmen.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2006

का. आ. 1629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 28/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-12012/22/96-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 1st April, 2006

S.O. 1629.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/97) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 31-03-2006.

[No. L-12012/22/96-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI****PRESENT**

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. CGIT-28 OF 1997

Parties : Employers in relation to the management of
Punjab & Sind Bank

And

Their workmen

APPEARANCES

For the Management : Mr. M. M. Gujar, Adv.

For the Workman : Mr. J. G. Ghag, Adv.

State : Maharashtra

Mumbai dated the 9th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour,

New Delhi Order No. L-12012/22/96-IR (B-II) dated 29-4-1997. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Dharmendra Amrutlal Rami w.e.f. 14-8-1995 and not absorbing his services in the bank on permanent basis is legal and justified ? If not to what relief the workman is entitled ?”

2. The case of workman Mr. Dharmendra Amrutlal Rami (hereinafter referred to as workman for short) is that he was employed with Punjab and Sind Bank (hereinafter referred to as the Bank) having its Head Office at Bank House, 21, Rajendra Place, New Delhi-110008 with Zonal Office at 27/29, Ambalal Doshi Marg, Fort, Mumbai-400023. The Bank has got various branches at Mumbai and all over Maharashtra State. He was appointed as Peon with effect from 12-12-1988. He has been illegally terminated w.e.f. 14-8-1995 when he was on duty as a Peon at Bhandup Branch.

3. The contention of the workman is that he has put in continuous and interrupted service for years together. Although, the Bank gave artificial breaks in service with a view to defeat the right and claim for benefits at par with the permanent employees, he had worked and completed 240 days in a year and hence he would be deemed to have been made permanent and hence he is entitled to all the benefits and rights available to the permanent workmen of the Bank. There was a settlement in between the Union of the workman and the Bank on 13-8-1994 but the Bank failed to comply with the terms of the Settlement by not treating the workman as permanent although he had completed 240 days of work in a year as required under Section 25 B of the Industrial Dispute Act (hereinafter referred to as the Act). It is further contended that the Standing Orders clauses 4A to 4E were applicable to the Bank being registered under Bombay Shops and Establishment Act 1948. These provisions override the alleged settlements in between the Union and Bank and hence Bank cannot claim any benefit out of Settlements. He was terminated without giving any show cause notice or issuing any charge sheet or holding any enquiry or paying any retrenchment compensation and hence the order of termination is bad in law for violation of the mandatory provisions of the Section 25-F of the Act. The Bank did not exhibit the seniority list as required under Rule 86 of the Industrial Disputes (Mumbai Rules, 1957) and retained in service junior workmen and thereby violated the mandatory provisions of Section 25-G of the Act. The termination of service is arbitrary and without following due process of law. Thus, the workman be reinstated into service with full back wages and other consequential benefits.

4. The contention of the Bank is that it is a nationalized bank controlled by the Government of India. It has its registered office at Amritsar and Branches all

over India. The Bank has zonal offices which controls the branches under their territorial jurisdiction. The zonal office of Mumbai was situated at Fort at the relevant time and now it is situated at Worli. The zonal office is responsible for Administrative Banking and implementation of policies in respect of branches situated in the State of Maharashtra, Gujarat and Goa. The Bank observes, maintains and implements the rules formulated for recruitment, promotion and termination in respect of permanent staff members as per guidelines, notifications issued by the Govt. of India. The service conditions of the employees are governed as per Bipartite Settlement entered, executed with the Bank at one hand and the recognized Union at the other hand. No recruitment of permanent staff is possible except for rules and procedures laid down under the Government guidelines/notifications. The Bank recruits/employs on permanent basis only after inviting applications on All India basis on merits and after observing due procedure as laid down in this behalf. The Bank disputed that the workman had worked and completed 240 days in a year. The workman was employed as a temporary Peon as and when the necessity arose for it. He was sometimes appointed in a leave vacancy and sometimes owing to the exigency of the work by the Branch Manager who had the power to appoint temporary peons. The workman did work at different branches of the Bank but never worked continuously or uninterruptedly for years together as alleged by the workman in his claim. The appointment of the workman ceased with the expiry of the time prescribed in the appointment letter. He could not be treated to be a regular employee of the Bank. The workman raised the Industrial Dispute after expiry of more than three years and thus his claim is stale and belated and for that reason it is not maintainable. The dispute is being raised for the first time in the year 1995. The conciliation proceedings failed and that led to the instant reference. It is also alleged by the Bank that the terms of the reference are contradictory. The relief of absorption of temporary employee in a permanent cadre is totally independent of an action of termination of service. The reference has been made by the Government in a mechanical manner without applying its mind to the facts and circumstances of the case. The order of reference is bad in law and as such the reference is liable to be rejected. The dispute appears to be under Section 2(k) of the Act and not under Section 2-A of the Act and hence the reference is invalid. The Government has made a cardinal error in referring the matter for adjudication as an industrial dispute when no such dispute in fact exists. The tribunal cannot go beyond the terms of reference of the dispute. The individual dispute is not possible. It is further submitted that a comprehensive settlement regarding absorption of temporary workmen had already been executed much prior to the reference in between the Bank and the recognized Union on 16-10-1992 whereby all temporary employees in the cadre of peon who had completed 240 days in the preceding 12 months

commencing from 15-4-1980 were taken into account and were given a one time opportunity to appear in the selection process. It was specifically provided in the aforesaid settlement that recruitment would be made against permanent vacancy at State level to be notified by the Bank from time to time and norms, guidelines in respect of Scheduled Caste, Scheduled Tribe and Physically handicapped etc. would be followed. After the aforesaid settlement, certain Administrative difficulties were being felt in implementing paras A and B of the aforesaid settlement vis-a-vis statutory clearance required from Government Authorities. Taking into account the difficulties experienced, the parties once again negotiated and modified the Settlement inasmuch as the temporary employees to be considered for selection and posting against permanent vacancy could be those who had worked for the specified number of 240 days during the period 1-1-1982 to 31-12-1989. The aforesaid modification was incorporated vide Settlement dated 13-8-1994. It is further submitted that in accordance with the rules laid down for recruitment against the permanent vacancy, the Bank calculated the vacancies and notified the same and gave wide publicity to it by making publication in the newspaper and inviting the application through Employment exchange. All the temporary workmen working as peons with the Bank were invited for interview for the aforesaid selection. The selection panel finalized the list of the persons to be selected and accordingly the persons were so appointed on 3-3-1996 against permanent vacancies. Thus, the vacancies in Maharashtra State in the cadre of Peon were being fully filled up and no vacancy exists as on date. The workman had been invited to the interview and he was accordingly interviewed but he was not declared successful. Accordingly, he was not given appointment. The temporary working of the workman do not create any lien for the appointment against permanent vacancy and hence the reference is liable to be rejected.

5. The following issues were framed by the predecessor in office :—

- (1) Whether the Order of Reference is legal, proper and maintainable ?
- (2) Whether the Second party is entitled to absorption in first party bank ?
- (3) Whether the Second party proves that disengagement of his services with effect from 14-8-1995 in any manner is illegal or unjustified ?
- (4) What Award ?

FINDINGS:

6. The workman has filed his own affidavit in lieu of his examination in chief. He has been cross examined by the learned counsel for the Bank. The Bank has also filed

the affidavit of Mr. Iqbal Singh Bhatia in lieu of examination in chief and he has been cross examined by the learned counsel for the workman. The parties have also filed documentary evidence. The genuineness of any of the documents filed by the parties is not in dispute.

7. The parties have filed detailed written arguments along with citations. I have heard the learned counsel for the parties at length and perused the entire evidence available on record.

8. Issue Nos. 2 and 3 : At the very outset, it may be observed that the workman alleged that he did the service with the Bank continuously and uninterruptedly. This allegation is not correct on record. It is clear on record that the workman was given appointment by the Bank for a fixed period and the appointment came to an end with the expiry of the period. There is no dispute about the payment of wages. There is no dispute about the period of service rendered by the workman with the Bank. The employment of the workman was admittedly on temporary basis. The workman admitted throughout that he was being appointed as a temporary Peon and this is the consistent case of the workman. Further case of the workman is that he completed 240 days in the year prior to the termination. The Bank disputed this factual position and asserted that the workman did not work for 240 days. This plea of the Bank is falsified by the evidence filed by the Bank itself in the form of certificate issued by the Bank regarding employment and payment of wages made by it, and further falsified by the fact that the Bank admitted 240 days of working by the workman with the Bank while calling the workman for interview for selection against permanent vacancy in accordance with the terms and the Settlements which specifically stipulated that all temporary workmen who had worked for 240 days would be given an opportunity to appear before a panel of interviewers for selection against permanent vacancy. It is the admitted position that the workman was called for interview since he had completed 240 days of work with the Bank. Hence, the unescapable conclusion is that the workman has proved that he had worked for 240 days in a year prior to his termination as temporary peon. It is immaterial as to whether he worked under the leave vacancy or on account of exigency of work.

9. The learned counsel for the workman submitted two fold arguments. Firstly, that in view of the Standing Order Clauses 4A to 4E that workman will be deemed to be automatically permanent and his permanency was not subject to availability of a vacancy and that any Settlement in between the Bank and the recognized Union would not survive to over-ride the implications of the Standing Orders; secondly, that the termination has been made in violation of the provisions of the Act since the workman was not terminated either after holding an enquiry after charge sheet or after giving the retrenchment compensation as required

under Section 25-F of the Act. Hence the termination is illegal for non-compliance of the Standing Orders and the provisions of the Industrial Disputes Act.

10. The learned counsel for the workman cited before me the following rulings :

11. In 2003 (4) LLN—583 Bombay High Court in between New Hind Textile Mills, Unit of N.T.C. (SM) Ltd., Mumbai vs. Rashtriya Mill Mazdoor Sangh, the Honourable High Court of Bombay held that claim of permanency to the workmen who had completed 240 days in a year as per clause 4-C of the Standing Orders was there and that could not be taken away on the ground of change of notice under Section 42 and Memorandum of Understanding between the parties on proposed reduction in complement of employees. It was held that the said Memorandum cannot over-ride the Standing Orders and any Settlement inconsistent with the Standing Orders and cannot survive. It was further held that the claim of permanency was not contingent upon the seniority or availability of vacancy and that the provisions of clauses 4B, 4D and 4E were there to ensure due compliance of the right assured to Badlis and temporary operatives under clause 4C and in no way they render said right to be ineffective in any manner prescribed in fetters on the said right.

12. In 2005 AIR SCW 6103 Supreme Court in between R.M. Yellati vs. Assistant Executive Engineer, the Honourable Supreme Court held the termination of a daily wager who worked for 240 days in a given year amounted to illegal retrenchment if he was terminated without complying with the provisions of Section 25 of the Industrial Disputes Act.

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14. In 2003 LAB IC 689 (SC) in between Bank of India and others including Punjab and Sind Bank the Honourable Supreme Court has held in case of termination of service of an employee of a nationalized bank, the policy of hire and fire cannot be adopted. The service of the workman are governed by several Standing Orders and Bipartite Settlements which have the force of law. The Bank's are required to act fairly and strictly in terms of the norms laid down thereunder.

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that "eligibility and continuous working for howsoever long period should not be permitted to overreach the law. Requirement of rules of selection through Commission cannot be substituted by humane considerations. Law must take its course. Consequently, the appellant was not entitled to claim that she should have been deemed to have been regularized as she had been working without break for nine years."

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25. In 2003 CLR 755 in between Tarun Kunu and Ors. vs. State of West Bengal it was held that "Section 25-F of the Industrial Disputes Act does not contemplate creation of any right of absorption in favour of any workman. A workman is not entitled to be regularized in services merely because he had completed more than 240 days of service in a year and had worked for some years. In this case the petitioners have questioned an order of a Tribunal dismissing their prayer for being regularized in services. The said order is based on sound principle and cannot be faulted".

26. In 2000 II CLR 381 in between West Bengal Essential Commodities Supply Corporation Ltd. vs. Md. Sariff, it was held that "The clear law on the issue of regularization is that an ad hoc appointee has no right to be regularized unless the Recruitment Rules so specifically provide, therefore, the Respondent, who was given a temporary appointment on contractual basis for six months and the same was subsequently extended from time to time, has not right to be regularized and cannot ask for regularization by filing a writ petition".

27. The contention of the Bank is that there was a Settlement in between the recognized Union and the Bank on 16th October 1992 and the same was clarified by means of another Settlement dt. 13-8-1994 whereby all temporary workmen were given an opportunity to appear before the interviewer of the Selection Committee for selection against permanent vacancy and since the workman failed in that interview, he lost his right to raise the industrial dispute after his non-selection and hence he cannot be deemed to have been regularized or made permanent. It is contended that all the permanent vacancy have already been filled in. In fact, there is no vacancy at present in any of the branch of the Bank in whole of Maharashtra. Hence, the question of absorption against the permanent vacancy does not arise. My attention is also drawn to the admissions made by the workman in his cross-examination whereby it is clear that he was being appointed for the reason he was known to the Branch Manager somehow or the other and that the workman had appeared in the interview in the Zonal office

of Punjab and Sind Bank and that he was not selected by the Committee. The non-selection of the workman does not give any right to the workman to raise the industrial dispute.

28. Keeping in mind the admitted factual position regarding the fact of employment for 240 days in a year and the legal position in view of the law laid down by the different Honourable High Courts and Supreme Court (supra) this much is clear that the termination of the workman has been made in violation to the provisions of Sections 25B and 25F of the Act. The Bank is a Nationalized Bank. It is a State under Article 12 of the Constitution of India. The Bank is admittedly registered under Bombay Shops and Establishment Act. The provisions of Standing Orders become applicable to the Bank in view of the Section 38-A of the Bombay Shops and Establishment Act. In view of the law laid down in the case (supra) the provisions of clause 4C of the Standing Orders are mandatory and the existence of any Settlement cannot override it. In view of the specific provisions made under Standing Order 4C which is in the nature of mandate the workman is not automatically regularized once he completed 240 days of work in a year. It was not done so in the instant case by the Bank. Thus, the non-regularization/non-absorption in the service by the Bank becomes illegal in the eye of law. The termination is being made in this case admittedly for non-compliance of the mandatory provisions of Section 25F of the Act and hence the termination is illegal. Despite the fact that the termination of the workman is illegal in the instant case, he is not liable to be reinstated in service as prayed for. The obvious reason for it is that back door entry against a permanent vacancy is not permissible under the law in the Public sector undertaking/nationalized Banks. Here, the Settlement dated 16-1-1992 and 13-8-1994 cannot be said to have any binding effect since they cannot override the provisions of Standing Order clause 4C. The material point which is to be kept in mind is that the selection against a permanent vacancy has to be made in accordance with the Rules and Regulations made for recruitment against permanent vacancy. In the instant case, the Bank has followed all the norms prescribed for recruitment against permanent vacancy. It had advertised the vacancy. The names were being sought for from the Employment Exchange. All the temporary workmen had been invited for interview since they had completed 240 days of work with the Bank. Their legal protection of service was kept in mind while they were being invited for interview for selection against permanent vacancy. The intention of the Bank cannot be faulted in any manner. It appears to be bona fide throughout. The Bank was required to follow the norms of recruitment and it did follow. The workman was admittedly given the opportunity to appear for the interview and he actually appeared. He lost his claim or lien for regularization against permanent vacancy since he failed in the interview. Since there is no vacancy at present, in any of the Branch

of the Bank in Maharashtra State, the workman can not compel the Bank either for absorption/regularization against the permanent vacancy of Peon or reinstatement with back wages despite the fact that his termination was not made in accordance with the provisions of the Act. The termination amounted to retrenchment since the temporary workman completed 240 days of work with the Bank and non-payment of retrenchment compensation to which he was entitled for makes the termination illegal.

29. Hence, I conclude that though the termination is illegal, the workman is not entitled to absorption/regularization/reinstatement with back wages in service with the Bank.

30. **Issue No. 1 :** The Order of reference cannot be said to be illegal or improper or not maintainable for the reasons alleged in the written statement by the Bank. Nothing is being shown to substantiate the plea. It is not correct to say that the Central Government without applying its mind made the reference in a mechanical manner and committed cardinal error therein since the absorption and termination are two different matters. The dispute is being raised by the workman after his non-selection by the Bank and that was a proper date of cause of action to the workman. The Conciliation proceeding had been there before the Conciliation Officer and the same obviously resulted in failure. Thereafter, the reference is being made by the Central Government under its power under the Act to this Tribunal.

31. **Issue No. 4 :** In view of my findings on the above three issues, the workman is not entitled to any relief at this juncture within the scope of reference since this Tribunal cannot travel beyond the terms of reference.

32. The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2006

का. आ. 1630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 29/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-12012/23/96-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 1st April, 2006

S.O. 1630.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/97) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the

Industrial Dispute between the employers in relation of the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 31-03-2006.

[No. L-12012/23/96-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. CGIT-29 OF 1997

Parties : Employers in relation to the management of
Punjab & Sind Bank

AND

Their workmen

APPEARANCES

For the Management : Mr. M. M. Gujar, Adv.

For the Workman : Mr. J. G. Ghag, Adv.

State : Maharashtra

Mumbai, dated the 9th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12012/23/96-IR (B-II) dated 29-4-1997. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri. Dilip Y. Jadhav w.e.f. 16-5-1995 and not absorbing his services in the bank on permanent basis is legal and justified ? If not to what relief the workman is entitled ?”

2. The case of workman Mr. Dilip Y. Jadhav (hereinafter referred to as workman for short) is that he was employed with Punjab and Sind Bank (hereinafter referred to as the Bank having its Head Office at Bank House, 21, Rajendra Place, New Delhi 110008 with Zonal Office at 27/29, Ambalal Doshi Marg, Fort, Mumbai-400023. The Bank has got various branches at Mumbai and all over Maharashtra State. He was appointed as Peon with effect from 23-4-1986. He has been illegally terminated w.e.f. 16-5-1995 when he was on duty as a Peon at Fort Branch.

3. The contention of the workman is that he has put in continuous and interrupted service for years together. Although, the Bank gave artificial breaks in service with a

view to defeat the right and claim for benefits at par with the permanent employees, he had worked and completed 240 days in a year and hence he would be deemed to have been made permanent and hence he is entitled to all the benefits and rights available to the permanent workmen of the Bank. There was a settlement in between the Union of the workman and the Bank on 13-8-1994 but the Bank failed to comply with the terms of the Settlement by not treating the workman as permanent although he had completed 240 days of work in a year as required under Section 25-B of the Industrial Disputes Act (hereinafter referred to as the Act). It is further contended that the Standing Orders clauses 4A to 4E were applicable to the Bank being registered under Bombay Shops and Establishment Act 1948. These provisions over ride the alleged settlements in between the Union and Bank and hence Bank cannot claim any benefit out of Settlements. He was terminated without giving any show cause notice or issuing any charge sheet or holding any enquiry or paying any retrenchment compensation and hence the order of termination is bad in law for violation of the mandatory provisions of Section 25-F of the Act. The Bank did not exhibit the seniority list as required under Rule 86 of the Industrial Disputes (Mumbai Rules, 1957) and retained in service junior workmen and thereby violated the mandatory provisions of Section 25-G of the Act. The termination of service is arbitrary and without following due process of law. Thus, the workman be reinstated into service with full back wages and other consequential benefits.

4. The contention of the Bank is that it is a nationalized bank controlled by the Government of India. It has its registered office at Amritsar and Branches all over India. The Bank has zonal offices which controls the branches under their territorial jurisdiction. The zonal office of Mumbai was situated at Fort at the relevant time and now it is situated at Worli. The zonal office is responsible for Administrative Banking and implementation of policies in respect of branches situated in the States of Maharashtra, Gujarat and Goa. The Bank observes, maintains and implements the rules formulated for recruitment, promotion and termination in respect of permanent staff members as per guidelines, notifications issued by the Govt. of India. The service conditions of the employees are governed as per Bipartite settlement entered, executed with the Bank at one hand and the recognized Union at the other hand. No recruitment of permanent staff is possible except for rules and procedures laid down under the Government guidelines/notifications. The Bank recruits/employs on permanent basis only after inviting applications on All India basis on merits and after observing due procedure as laid down in this behalf. The Bank disputed that the workman had worked and completed 240 days in a year. The workman was employed as a temporary Peon as and when the necessity arose for it. He was sometimes appointed in a leave vacancy and sometimes owing to the exigency of the

work by the Branch Manager who had the power to appoint temporary peons. The workman did work at different branches of the Bank but never worked continuously or uninterruptedly for years together as alleged by the workman in his claim. The appointment of the workman ceased with the expiry of the time prescribed in the appointment letter. He could not be treated to be a regular employee of the Bank. The workman raised the Industrial Dispute after expiry of more than three years and thus his claim is stale and belated and for that reason it is not maintainable. The dispute is being raised for the first time in the year 1995. The conciliation proceedings failed and that led to the instant reference. It is also alleged by the Bank that the terms of the reference are contradictory. The relief of absorption of temporary employee in a permanent cadre is totally independent of an action of termination of service. The reference has been made by the Government in a mechanical manner without applying its mind to the facts and circumstances of the case. The order of reference is bad in law and as such the reference is liable to be rejected. The dispute appears to be under Section 2(k) of the Act and not under Section 2-A of the Act and hence the reference is invalid. The Government has made a cardinal error in referring the matter for adjudication as an industrial dispute when no such dispute in fact exists. The tribunal cannot go beyond the terms of reference of the dispute. The individual dispute is not possible. It is further submitted that a comprehensive settlement regarding absorption of temporary workmen had already been executed much prior to the reference in between the Bank and the recognized Union on 16-10-1992 whereby all temporary employees in the cadre of peon who had completed 240 days in the preceding 12 months commencing from 15-4-1980 were taken into account and were given a one time opportunity to appear in the selection process. It was specifically provided in the aforesaid settlement that recruitment would be made against permanent vacancy at State level to be notified by the Bank from time to time and norms, guidelines in respect of Scheduled Caste, Scheduled Tribe and Physically handicapped etc. would be followed. After the aforesaid settlement, certain Administrative difficulties were being felt in implementing paras A and B of the aforesaid settlement vis-a-vis statutory clearance required from Government Authorities. Taking into account the difficulties experienced, the parties once again negotiated and modified the Settlement inasmuch as the temporary employees to be considered for selection and posting against permanent vacancy could be those who had worked for the specified number of 240 days during the period 1-1-1982 to 31-12-1989. The aforesaid modification was incorporated vide Settlement dated 13-8-1994. It is further submitted that in accordance with the rules laid down for recruitment against the permanent vacancy, the Bank calculated the vacancies and notified the same and gave wide publicity to it by making publication in the newspaper

and inviting the application through Employment Exchange. All the temporary workmen working as peons with the Bank were invited for interview for the aforesaid selection. The selection panel finalized the list of the persons to be selected and accordingly the persons were so appointed on 3-3-1996 against permanent vacancies. Thus, the vacancies in Maharashtra State in the cadre of Peon were being fully filled up and no vacancy exists as on date. The workman had been invited to the interview and he was accordingly interviewed but he was not declared successful. Accordingly, he was not given appointment. The temporary working of the workman do not create any lien for the appointment against permanent vacancy and hence the reference is liable to be rejected.

5. The following issues were framed by the predecessor in office :

- (1) Whether the Order of Reference is legal, proper and maintainable ?
- (2) Whether the Second party is entitled to absorption in first party bank ?
- (3) Whether the Second party proves that disengagement of his services with effect from 16-5-1995 in any manner is illegal or unjustified ?
- (4) What Award ?

FINDINGS:

6. The workman has filed his own affidavit in lieu of his examination in chief. He has been cross examined by the learned counsel for the Bank. The Bank has also filed the affidavit of Mr. Iqbal Singh Bhatia in lieu of examination in chief and he has been cross examined by the learned counsel for the workman. The parties have also filed documentary evidence. The genuineness of any of the documents filed by the parties is not in dispute.

7. The parties have filed detailed written arguments along with citations. I have heard the learned counsel for the parties at length and perused the entire evidence available on record.

8. **Issue Nos. 2 & 3 :** At the very outset, it may be observed that the workman alleged that he did the service with the Bank continuously and uninterruptedly. This allegation is not correct on record. It is clear on record that the workman was given appointment by the Bank for a fixed period and the appointment came to an end with the expiry of the period. There is no dispute about the payment of wages. There is no dispute about the period of service rendered by the workman with the Bank. The employment of the workman was admittedly on temporary basis. The workman admitted throughout that he was being appointed as a temporary Peon and this is the consistent case of the workman. Further case of the workman is that

he completed 240 days in the year prior to the termination. The Bank disputed this factual position and asserted that the workman did not work for 240 days. This plea of the Bank is falsified by the evidence filed by the Bank itself in the form of certificate issued by the Bank regarding employment and payment of wages made by it, and further falsified by the fact that the Bank admitted 240 days of working by the workman with the Bank while calling the workman for interview for selection against permanent vacancy in accordance with the terms and the Settlements which specifically stipulated that all temporary workmen who had worked for 240 days would be given an opportunity to appear before a panel of interviewers for selection against permanent vacancy. It is the admitted position that the workman was called for interview since he had completed 240 days of work with the Bank. Hence, the inescapable conclusion is that the workman has proved that he had worked for 240 days in a year prior to his termination as temporary peon. It is immaterial as to whether he worked under the leave vacancy or on account of exigency of work.

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25. In 2003 CLR 755 in between Tarun Kunu and Ors. Vs. State of West Bengal it was held that "Section 25-F of the Industrial Disputes Act does not contemplate creation of any right of absorption in favour of any workman. A workman is not entitled to be regularized in services merely because he had completed more than 240 days of service in a year and had worked for some years. In this case the petitioners have questioned an order of a Tribunal dismissing their prayer for being regularized in

services. The said order is based on sound principle and cannot be faulted”.

26. In 2000 II CLR 381 in between West Bengal Essential Commodities Supply Corporation Ltd. Vs. Md. Sariff, it was held that “The clear law on the issue of regularization is that an ad hoc appointee has no right to be regularized unless the Recruitment Rules so specifically provide, therefore, the Respondent, who was given a temporary appointment on contractual basis for six months and the same was subsequently extended from time to time, has not right to be regularized and cannot ask for regularization by filing a writ petition”.

27. The contention of the Bank is that there was a Settlement in between the recognized Union and the Bank on 16th October 1992 and the same was clarified by means of another Settlement dt. 13-8-1994 whereby all temporary workmen were given an opportunity to appear before the interviewer of the Selection Committee for selection against permanent vacancy and since the workman failed in that interview, he lost his right to raise the industrial dispute after his non-selection and hence he cannot be deemed to have been regularized or made permanent. It is contended that all the permanent vacancy have already been filled in. In fact, there is no vacancy at present in any of the branch of the Bank in whole of Maharashtra. Hence, the question of absorption against the permanent vacancy does not arise. My attention is also drawn to the admissions made by the workman in his cross-examination whereby it is clear that he was being appointed for the reason he was known to the Branch Manager somehow or the other and that the workman had appeared in the interview in the Zonal office of Punjab and Sind Bank and that he was not selected by the Committee. The non-selection of the workman does not give any right to the workman to raise the industrial dispute.

28. Keeping in mind the admitted factual position regarding the fact of employment for 240 days in a year and the legal position in view of the law laid down by the different Honourable High Courts and Supreme Court (supra) this much is clear that the termination of the workman has been made in violation to the provisions of Section 25B and 25F of the Act. The Bank is a Nationalized Bank. It is a State under Article 12 of the Constitution of India. The Bank is admittedly registered under Bombay Shops and Establishment Act. The provisions of Standing Orders become applicable to the Bank in view of the Section 38-A of the Bombay Shops and Establishment Act. In view of the law laid down in the case (supra) the provisions of clause 4C of the Standing Orders are mandatory and the existence of any Settlement cannot over-ride it. In view of the specific provisions made under Standing Order 4C, which is in the nature of mandate the workman is to be automatically regularized once he completed 240 days of work in a year. It was not done so in the instant case by the Bank. Thus, the non-regularization/non-absorption in the

service by the Bank becomes illegal in the eye of law. The termination is being made in this case admittedly for non-compliance of the mandatory provisions of Section 25F of the Act and hence the termination is illegal. Despite the fact that the termination of the workman is illegal in the instant case, he is not liable to be reinstated in service as prayed for. The obvious reason for it is that back door entry against a permanent vacancy is not permissible under the law in the Public Sector Undertaking/nationalized Banks. Here, the Settlement dated 16-1-1992 and 13-8-1994 cannot be said to have any binding effect since they cannot override the provisions of Standing Order clause 4C. The material point which is to be kept in mind is that the selection against a permanent vacancy has to be made in accordance with the Rules and Regulations made for recruitment against permanent vacancy. In the instant case, the Bank has followed all the norms prescribed for recruitment against permanent vacancy. It had advertised the vacancy. The names were being sought for from the Employment Exchange. All the temporary workmen had been invited for interview since they had completed 240 days of work with the Bank. Their legal protection of service was kept in mind while they were being invited for interview for selection against permanent vacancy. The intention of the Bank cannot be faulted in any manner. It appears to be bona fide through out. The Bank was required to follow the norms of recruitment and it did follow. The workman was admittedly given the opportunity to appear for the interview and he actually appeared. He lost his claim or lien for regularization against permanent vacancy since he failed in the interview. Since there is no vacancy at present, in any of the Branch of the Bank in Maharashtra State, the workman can not compel the Bank either for absorption/regularization against the permanent vacancy of Peon or reinstatement with back wages despite the fact that his termination was not made in accordance with the provisions of the Act. The termination amounted to retrenchment since the temporary workman completed 240 days of work with the Bank and non-payment of retrenchment compensation to which he was entitled for makes the termination illegal.

29. **Issue No. 1 :** The Order of reference cannot be said to be illegal or improper or not maintainable for the reasons alleged in the written statement by the Bank. Nothing is being shown to substantiate the plea. It is not correct to say that the Central Government without applying its mind made the reference in a mechanical manner and committed cardinal error therein since the absorption and termination are two different matters. The dispute is being raised by the workman after his non-selection by the Bank and that was a proper date of cause of action to the workman. The Conciliation proceeding had been there before the Conciliation Officer and the same obviously resulted in failure. Thereafter, the reference is being made by the Central Government under its power under the Act to this Tribunal.

30. Hence, I conclude that though the termination is illegal, the workman is not entitled to absorption/regularization/reinstatement with back wages in service with the Bank.

31. **Issue No. 4 :** In view of my findings on the above three issues, the workman is not entitled to any relief at this juncture within the scope of reference since this Tribunal cannot travel beyond the terms of reference.

32. The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2006

का. आ. 1631.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 25/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-12012/19/96-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 1st April, 2006

S.O. 1631.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/97) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 31-03-2006

[No. L-12012/19/96-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-25 of 1997

PARTIES:

Employers in relation to the management of Punjab & Sind Bank

AND

Their workmen.

APPEARANCES:

For the Management : Mr. M.M. Gujar, Adv.

For the Workman : Mr. J.G. Ghag, Adv.

State : Maharashtra

Mumbai dated the 9th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Dispute Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12012/19/96-IR(B-II) dated 29-4-1997. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Prakash Pandurang Sawant w.e.f. 13-3-1995 and not absorbing his services in the bank on permanent basis is legal and justified? If not, to what relief the workman is entitled?”

2. The case of workman Mr. Prakash Pandurang Sawant (hereinafter referred to as workman for short) is that he was employed with Punjab and Sind Bank (hereinafter referred to as the Bank) having its Head Office at Bank House, 21, Rajendra Place, New Delhi-110008 with Zonal Office at 27/29, Ambalal Doshi Marg, Fort, Mumbai-400023. The Bank has got various branches at Mumbai and all over Maharashtra State. He was appointed as Peon with effect from 10-6-1985. He has been illegally terminated w.e.f. 13-3-1995 when he was on duty as a Peon at Bhandup Branch.

3. The contention of the workman is that he has put in continuous and interrupted service for years together. Although, the Bank gave artificial breaks in service with a view to defeat the right and claim for benefits at par with the permanent employees, he had worked and completed 240 days in a year and hence he would be deemed to have been made permanent and hence he is entitled to all the benefits and rights available to the permanent workmen of the Bank. There was a settlement in between the Union of the workman and the Bank on 13-8-1994 but the Bank failed to comply with the terms of the Settlement by not treating the workman as permanent although he had completed 240 days of work in a year as required under Section 25(B) of the Industrial Disputes Act (hereinafter referred to as the Act). It is further contended that the Standing Orders clauses 4A to 4E were applicable to the Bank being registered under Bombay Shops and Establishment Act 1948. These provisions over ride the alleged settlement in between the Union and Bank and hence Bank cannot claim any benefit out of Settlements. He was terminated without giving any show cause notice or issuing any charge sheet

or holding any enquiry or paying any retrenchment compensation and hence the order of termination is bad in law for violation of the mandatory provisions of the Section 25-F of the Act. The Bank did not exhibit the seniority list as required under Rule 86 of the Industrial Disputes (Mumbai Rules, 1957) and retained in service junior workmen and thereby violated the mandatory provisions of Section 25-G of the Act. The termination of service is arbitrary and without following due process of law. Thus, the workman be reinstated into service with full back wages and other consequential benefits.

4. The contention of the Bank is that it is a nationalized bank controlled by the Government of India. It has its registered office at Amritsar and Branches all over India. The Bank has zonal offices which controls the branches under their territorial jurisdiction. The zonal office of Mumbai was situated at Fort at the relevant time and now it is situated at Worli. The zonal office is responsible for Administrative Banking and implementation of policies in respect of branches situated in the State of Maharashtra, Gujarat and Goa. The Bank observes, maintains and implements the rules formulated for recruitment, promotion and termination in respect of permanent staff members as per guidelines, notifications issued by the Govt. of India. The service conditions of the employees are governed as per Bipartite Settlement entered, executed with the Bank at one hand and the recognized Union at the other hand. No recruitment of permanent staff is possible except for rules and procedures laid down under the Government guidelines/notifications. The Bank recruits/employs on permanent basis only after inviting applications on All India basis on merits and after observing due procedure as laid down in this behalf. The Bank disputed that the workman had worked and completed 240 days in a year. The workman was employed as a temporary Peon as and when the necessity arose for it. He was sometimes appointed in a leave vacancy and sometimes owing to the exigency of the work by the Branch Manager who had the power to appoint temporary peons. The workman did work at different branches of the Bank but never worked continuously or uninterruptedly for years together as alleged by the workman in his claim. The appointment of the workman ceased with the expiry of the time prescribed in the appointment letter. He could not be treated to be a regular employee of the Bank. The workman raised the Industrial Dispute after expiry of the more than three years and thus his claim is stale and belated and for that reason it is not maintainable. The dispute is being raised for the first time in the year 1995. The conciliation proceedings failed and that led to the instant reference. It is also alleged by the Bank that the terms of the reference are contradictory. The relief of absorption of temporary employee in a permanent cadre is totally independent of an action of termination of service. The reference has been made by the Government in a mechanical manner without applying its mind to the facts and circumstances of the case. The order of reference

is bad in law and as such the reference is liable to be rejected. The dispute appears to be under Section 2(k) of the Act and not under Section 2-A of the Act and hence the reference is invalid. The Government has made a cardinal error in referring the matter for adjudication as an industrial dispute when no such dispute in fact exists. The tribunal cannot go beyond the terms of reference of the dispute. The individual dispute is not possible. It is further submitted that a comprehensive settlement regarding absorption of temporary workmen had already been executed much prior to the reference in between the Bank and the recognized Union on 16-10-1992 whereby all temporary employees in the cadre of peon who had completed 240 days in the preceding 12 months commencing from 15-4-1980 were taken into account and were given a one time opportunity to appear in the selection process. It was specifically provided in the aforesaid settlement that recruitment would be made against permanent vacancy at State level to be notified by the Bank from time to time and norms, guidelines in respect of Scheduled Caste, Scheduled Tribe and Physically handicapped etc. would be followed. After the aforesaid settlement, certain administrative difficulties were being felt in implementing paras A and B of the aforesaid settlement vis-a-vis statutory clearance required from Government Authorities. Taking into account the difficulties experienced, the parties once again negotiated and modified the Settlement inasmuch as the temporary employees to be considered for selection and posting against permanent vacancy could be those who had worked for the specified number of 240 days during the period 01-1-1982 to 31-12-1989. The aforesaid modification was incorporated vide Settlement dated 13-8-1994. It is further submitted that in accordance with the rules laid down for recruitment against the permanent vacancy, the Bank calculated the vacancies and notified the same and gave wide publicity to it by making publication in the newspaper and inviting the application through employment exchange. All the temporary workmen working as peons with the Bank were invited for interview for the aforesaid selection. The selection panel finalized the list of the persons to be selected and accordingly the persons were so appointed on 03-3-1996 against permanent vacancies. Thus, the vacancies in Maharashtra State in the cadre of Peon were being fully filled up and no vacancy exists as on date. The workman had been invited to the interview and he was accordingly interviewed but he was not declared successful. Accordingly, he was not given appointment. The temporary working of the workman do not create any lien for the appointment against permanent vacancy and hence the reference is liable to be rejected.

5. The following issues were framed by the predecessor in office :—

- (a) Does the Second Party Workman proves that his termination is illegal ?

(b) Does the 2nd party workman show that he is entitled to reliefs as claimed ?

(c) What Award ?

FINDINGS:

6. The workman has filed his own affidavit in lieu of his examination in chief. He has been cross examined by the learned counsel for the Bank. The Bank has also filed the affidavit of Mr. Iqbal Singh Bhatia in lieu of examination in chief and he has been cross examined by the learned counsel for the workman. The parties have also filed documentary evidence. The genuineness of any of the documents filed by the parties is not in dispute.

7. The parties have filed detailed written arguments along with citations. I have heard the learned counsel for the parties at length and perused the entire evidence available on record.

8. **Issue No. 1 :** At the very outset, it may be observed that the workman alleged that he did the service with the Bank continuously and uninterruptedly. This allegation is not correct on record. It is clear on record that the workman was given appointment by the Bank for a fixed period and the appointment came to an end with the expiry of the period. There is no dispute about the payment of wages. There is no dispute about the period of service rendered by the workman with the Bank. The employment of the workman was admittedly on temporary basis. The workman admitted throughout that he was being appointed as a temporary Peon and this is the consistent case of the workman. Further case of the workman is that he completed 240 days in the year prior to the termination. The Bank disputed this factual position and asserted that the workman did not work for 240 days. This plea of the Bank is falsified by the evidence filed by the Bank itself in the form of certificate issued by the Bank regarding employment and payment of wages made by it, and further falsified by the fact that the Bank admitted 240 days of working by the workman with the Bank while calling the workman for interview for selection against permanent vacancy in accordance with the terms and the Settlements which specifically stipulated that all temporary workmen who had worked for 240 days would be given an opportunity to appear before a panel of interviewers for selection against permanent vacancy. It is the admitted position that the workman was called for interview since he had completed 240 days of work with the Bank. Hence, the unescapable conclusion is that the workman has proved that he had worked for 240 days in a year prior to his termination as temporary peon. It is immaterial as to whether he worked under the leave vacancy or on account of exigency of work.

9. The learned counsel for the workman submitted two fold arguments. Firstly, that in view of the Standing Order Clauses 4A to 4E that workman will be deemed to be automatically permanent and his permanency was not

subject to availability of a vacancy and that any Settlement in between the Bank and the recognized Union would not survive to over-ride the implications of the Standing Orders; secondly, that the termination has been made in violation of the provisions of the Act since the workman was not terminated either after holding an enquiry after charge sheet or after giving the retrenchment compensation as required under Section 25-F of the Act. Hence the termination is illegal for non-compliance of the Standing Orders and the provisions of the Industrial Disputes Act.

10. The learned counsel for the workman cited before me the following rulings :

11. In 2003 (4) LLN-583 Bombay High Court in between New Hind Textile Mills, Unit of N.T.C. (SM) Ltd., Mumbai Vs. Rashtriya Mill Mazdoor Sangh, the Honourable High Court of Bombay held that claim of permanency to the workmen who had completed 240 days in a year as per Clause 4-C of the Standing Orders was there and that could not be taken away on the ground of change of notice under Section 42 and Memorandum of Understanding between the parties on proposed reduction in complement of employees. It was held that the said Memorandum cannot over-ride the Standing Orders and any Settlement inconsistent with the Standing Orders cannot survive. It was further held that the claim of permanency was not contingent upon the seniority or availability of vacancy and that the provisions of Clauses 4B, 4D and 4E were there to ensure due compliance of the right assured to Badlis and temporary operatives under Clause 4C and in no way they render said right to be ineffective in any manner prescribed in fetters on the said right.

12. In 2005 AIR SCW 6103 Supreme Court in between R.M. Yellati Vs. Assistant Executive Engineer, the Honourable Supreme Court held the termination of a daily wager who worked for 240 days in a given year amounted to illegal retrenchment if he was terminated without complying with the provisions of Section 25 of the Industrial Disputes Act.

13. In 2005 III CLR page 106 Bombay High Court in between Jairaj N. Shetty Vs. Union of India, the Division Bench of Honourable High Court of Bombay held that the termination of a workman who had completed 240 days of work preceding the date of termination in any earlier year and not necessary in the year immediately preceding termination was illegal for non-compliance of Sections 25-F and 25-B of the Industrial Disputes Act, 1947.

14. In 2003 LAB IC 689 (SC) in between Bank of India and others including Punjab and Sind Bank the Honourable Supreme Court has held in case of termination of service of an employee of a nationalized bank, the policy of hire and fire cannot be adopted. The service of the workman are governed by several Standing Orders and Bipartite Settlements which have the force of law. The Banks

are required to act fairly and strictly in terms of the norms laid down thereunder.

15. In 2001 (2) Mh LJ 120 in between National Textile Corporation (NM) Ltd. Mumbai Vs. Shivaji Gopal Gorele and another the Honourable High Court of Bombay held that the benefit of permanency/regularization was available to Badli and temporary workmen as well in view of Section 40 of Bombay Industrial Relations Act (2 of 1947) and Standing Order 4(C) and that it was not subject to availability of vacant post.

16. In 2002 (93) FLR 1050, in between Sunil Bhalchandra Jani and Gujarat Electricity Board, the Honourable High Court of Gujarat held that if the workmen had remained in continuous service with employer and had completed actual working of 240 days during the tenure of his employment, the provisions of Section 25 of the Industrial Disputes Act would be attracted and non-compliance thereof would render the termination ab initio void.

17. In 2003 (102 FJR 903) in between Indian Overseas Bank and Industrial Tribunal and another, the Honourable High Court of Kerala held that the termination without complying with Section 25 of the Industrial Disputes Act 1947 is illegal if the workman had worked for 240 days in a year.

18. The learned counsel for the Bank cited the following rules.

19. In 1987 I LLJ 141 in between English Electric Company of India Ltd. Vs. Industrial Tribunal Madras and other, it was held that "while considering the right of the casual workmen to the lay-off compensation, it is observed that in case of casual workers, there is contract of employment each day. The casual workers who have been in service for not less than one year will not automatically be entitled to work and consequently, the wages they cannot become permanent employees automatically because of the long period of time, even if it is more than 240 days"

20. In AIR 1969 Supreme Court 976 in between Workmen of Orient Paper Mills Ltd. Vs. M/s. Orient Paper Mills Ltd. the Honourable Supreme Court observed that "in case of casual employees, the nature of employment is on lower footing than the permanent employees and they cannot expect the same wages and status as those of the permanent employees".

21. In 1994 I LLJ 334 in between Venaiakshy A.S. Vs. Fact Ltd. and Ors. the Honourable High Court of Kerala observed that "a typist was appointed on ad hoc basis and he was working for 5 to 6 years. It is held that the workman has no right to be considered for regularization and cannot claim wages equal to the permanent employees on the basis of length of service."

22. In 1994 I LLN 851 in between Madhyamic Siksha Parishad, Uttar Pradesh Vs. Anil Kumar Mishra and others, it was observed that "when there is ad hoc assignment, mere completion of 240 days does not under the law implies the right of regularization under Section 25-B of the Act."

23. In 1995 I LLJ 927 in between Dr. Arundhati Ajit Pargaonkar Vs. State of Maharashtra and Qrs., it was held that "eligibility and continuous working for howsoever long period should not be permitted to overreach the law. Requirement of rules of selection through Commission cannot be substituted by humane considerations. Law must take its course. Consequently, the appellant was not entitled to claim that she should have been deemed to have been regularized as she had been working without break for nine years."

24. In 1997 II CLR 15 in between Himanshu Kumar Vidyarthi Vs. State of Bihar, it was held that "the Petitioners are temporary daily wage employees, that they were not appointed to the posts in accordance with the rules and that as such their disengagement from service cannot be construed to be retrenchment nor can the same is arbitrary"

25. In 2003 CLR 755 in between Tarun Kunu and Ors. Vs. State of West Bengal it was held that "Section 25-F of the Industrial Disputes Act does not contemplate creation of any right of absorption in favour of any workman. A workman is not entitled to be regularized in services merely because he had completed more than 240 days of service in a year and had worked for some years. In this case the petitioners have questioned an order of a Tribunal dismissing their prayer for being regularized in services. The said order is based on sound principle and cannot be faulted".

26. In 2000 II CLR 381 in between West Bengal Essential Commodities Supply Corporation Ltd. Vs. Md. Sariff, it was held that "The clear law on the issue of regularization is that an ad hoc appointee has no right to be regularized unless the Recruitment Rules so specifically provide, therefore, the Respondent, who was given a temporary appointment on contractual basis for six months and the same was subsequently extended from time to time, has not right to be regularized and cannot ask for regularization by filing a writ petition".

27. The contention of the Bank is that there was a Settlement in between the recognized Union and the Bank on 16th October 1992 and the same was clarified by means of another Settlement dt. 13-8-1994 where by all temporary workmen were given an opportunity to appear before the interviewer of the Selection committee for selection against permanent vacancy and since the workman failed in that interview, he lost his right to raise the industrial dispute after his non-selection and hence he cannot be deemed to have been regularized or made permanent. It is contended that all the permanent vacancy have already been filled in.

In fact, there is no vacancy at present in any of the branch of the Bank in whole of Maharashtra. Hence, the question of absorption against the permanent vacancy does not arise. My attention is also drawn to the admissions made by the workman in his cross-examination whereby it is clear that he was being appointed for the reason he was known to the Branch Manager somehow or the other and that the workman had appeared in the interview in the Zonal office of Punjab and Sind Bank and that he was not selected by the Committee. The non-selection of the workman does not give any right to the workman to raise the industrial dispute.

28. Keeping in mind the admitted factual position regarding the fact of employment for 240 days in a year and the legal position in view of the law laid down by the different Honourable High Courts and Supreme Court (supra) this much is clear that the termination of the workman has been made in violation to the provisions of Section 25B and 25F of the Act. The Bank is a Nationalized Bank. It is State under Article 12 of the Constitution of India. The Bank is admittedly registered under Bombay Shops and Establishment Act. The provision of Standing Orders become applicable to the Bank in view of the Section 38-A of the Bombay Shops and Establishment Act. In view of the law laid down in the case (supra) the provisions of clause 4C of the Standing Orders are mandatory and the existence of any Settlement cannot override it. In view of the specific provisions made under Standing Order 4C, which is in the nature of mandate; the workman is to be automatically regularised once he completed 240 days of work in a year. It was not done so in the instant case by the Bank. Thus, the non-regularization/non-absorption in the service by the Bank becomes illegal in the eye of law. The termination is being made in this case admittedly for non-compliance of the mandatory provisions of Section 25F of the Act and hence the termination is illegal. Despite the fact that the termination of the workman is illegal in the instant case, he is not liable to be reinstated in service as prayed for. The obvious reason for it is that back door entry against a permanent vacancy is not permissible under the law in the Public Sector undertaking/nationalized Banks. Here, the settlement dated 16-1-1992 and 13-8-1994 cannot be said to have any binding effect since they cannot override the provisions of Standing Order clause 4C. The material point which is to be kept in mind is that the selection against a permanent vacancy has to be made in accordance with the Rules and Regulations made for recruitment against permanent vacancy. In the instant case, the Bank has followed all the norms prescribed for recruitment against permanent vacancy. It had advertised the Vacancy. The names were being sought for from the Employment Exchange. All the temporary workmen had been invited for interview since they had completed 240 days of work with the Bank. Their legal protection of service was kept in mind while they were being invited for interview for selection against permanent vacancy. The intention of the Bank

cannot be faulted in any manner. It appears to be bona fide throughout. The Bank was required to follow the norms of recruitment and it did follow. The workman was admittedly given the opportunity to appear for the interview and he actually appeared. He lost his claim or lien for regularization against permanent vacancy since he failed in the interview. Since there is no vacancy at present, in any of the Branch of the Bank in Maharashtra State, the workman cannot compel the Bank either for absorption/regularization against the permanent vacancy of Peon or reinstatement with back wages despite the fact that his termination was not made in accordance with the provision of the Act. The termination amounted to retrenchment since the temporary workman completed 240 days of work with the Bank and non-payment of retrenchment compensation to which he was entitled for makes the termination illegal.

29. The Bank has also taken plea raised in written statement that the order of reference is illegal, improper and not maintainable. I feel that it cannot be said to be illegal or improper or not maintainable for the reasons alleged in the written statement by the Bank. Nothing is being shown to substantiate the plea. It is not correct to say that the Central Government without applying its mind made the reference in a mechanical manner and committed cardinal error therein since the absorption and termination are two different matters. The dispute is being raised by the workman after his non-selection by the Bank and that was a proper date of cause of action to the workman. The Conciliation proceeding had been there before the Conciliation Officer and the same obviously resulted in failure. Thereafter, the reference is being made by the Central Government under its power under the Act to this Tribunal.

30. Hence, I conclude that though the termination is illegal, the workman is not entitled to absorption/regularization/reinstatement with back wages in service with the Bank.

31. Issue No. 2 : In view of my findings on the above two issues, the workman is not entitled to any relief at this juncture within the scope of reference since this Tribunal cannot travel beyond the terms of reference.

32. The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2006

का. आ. 1632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 26/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-12012/20/96-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 1st April, 2006

S.O. 1632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 31-03-2006

[No. L-12012/20/96-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT 26 of 1997

PARTIES:

Employers in relation to the management of Punjab & Sind Bank

AND

Their workmen.

APPEARANCES:

For the Management : Mr. M.M. Gujar, Adv.

For the Workmen : Mr. J.G. Ghag, Adv.

State : Maharashtra

Mumbai dated the 09th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12012/20/96-IR(B-II) dated 29-4-1997. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Pratapsingh Devisingh Rawat w.e.f. 14-8-1991 and not absorbing his services in the bank on permanent basis is legal and justified ? If not, to what relief the workman is entitled ?"

2. The case of workman Mr. Pratapsingh Devisingh Rawat (hereinafter referred to as workman for short) is that he was employed with Punjab and Sind Bank (hereinafter referred to as the Bank) having its Head Office at Bank

House, 21, Rajendra Place, New Delhi 110008 with Zonal Office at 27/29, Ambalal Doshi Marg, Fort, Mumbai-400023. The Bank has got various branches at Mumbai and all over Maharashtra State. He was appointed as Peon with effect from 2-5-1988. He has been illegally terminated w.e.f. 14-8-1991 when he was on duty as a Peon at R.C.C. Peddar Road Branch.

3. The contention of the workman is that he has put in continuous and interrupted service for year together. Although, the Bank gave artificial breaks in service with a view to defeat the right and claim for benefits at par with the permanent employees, he had worked and completed 240 days in a year and hence he would be deemed to have been made permanent and hence he is entitled to all the benefits and rights available to the permanent workmen of the Bank. There was a settlement in between the Union of the workman and the Bank on 13-8-1994 but the Bank failed to comply with the terms of the Settlement by not treating the workman as permanent although he had completed 240 days of work in a year as required under Section 25(B) of the Industrial Disputes Act (hereinafter referred to as the Act). It is further contended that the Standing Orders clauses 4A to 4E were applicable to the Bank being registered under Bombay Shops and Establishment Act 1948. These provisions override the alleged settlement in between the Union and Bank and hence Bank cannot claim any benefit out of Settlements. He was terminated without giving any show cause notice or issuing any chargesheet or holding any enquiry or paying any retrenchment compensation and hence the order of termination is bad in law for violation of the mandatory provisions of Section 25-F of the Act. The Bank did not exhibit the seniority list as required under Rule 86 of the Industrial Disputes (Mumbai Rules, 1957) and retained in service junior workmen and thereby violated the mandatory provisions of Section 25-G of the Act. The termination of service is arbitrary and without following due process of law. Thus, the workman be reinstated into service with full back wages and other consequential benefits.

4. The contention of the Bank is that it is a nationalized bank controlled by the Government of India. It has its registered office at Amritsar and Branches all over India. The Bank has zonal offices which controls the branches under their territorial jurisdiction. The zonal office of Mumbai was situated at Fort at the relevant time and now it is situated at Worli. The zonal office is responsible for Administrative Banking and implementation of policies in respect of branches situated in the State of Maharashtra, Gujarat and Goa. The Bank observes, maintains and implements the rules formulated for recruitment, promotion and termination in respect of permanent staff members as per guidelines, notifications issued by the Govt. of India. The service conditions of the employees are governed as per Bipartite settlement entered, executed with the Bank at one hand and the recognized Union at the other hand. No

recruitment of permanent staff is possible except for rules and procedures laid down under the Government guidelines/notifications. The Bank recruits/employs on permanent basis only after inviting applications on All India basis on merits and after observing due procedure as laid down in this behalf. The Bank disputed that the workman had worked and completed 240 days in a year. The workman was employed as a temporary Peon as and when the necessity arose for it. He was sometimes appointed in a leave vacancy and sometimes owing to the exigency of the work by the Branch Manager who had the power to appoint temporary peons. The workman did at different branches of the Bank but never worked continuously or uninterruptedly for years together as alleged by the workman in his claim. The appointment of the workman ceased with the expiry of the time prescribed in the appointment letter. He could not be treated to be a regular employee of the Bank. The workman raised the Industrial Dispute after expiry of more than three years and thus his claim is stale and belated and for that reason it is not maintainable. The dispute is being raised for the first time in the year 1995. The conciliation proceedings failed and that led to the instant reference. It is also alleged by the Bank that the terms of the reference are contradictory. The relief of absorption of temporary employee in a permanent cadre is totally independent of an action of termination of service. The reference has been made by the Government in a mechanical manner without applying its mind to the facts and circumstances of the case. The order of reference is bad in law and as such the reference is liable to be rejected. The dispute appears to be under Section 2(k) of the Act and not under section 2-A of the Act and hence the reference is invalid. The Government has made a cardinal error in referring the matter for adjudication as a industrial dispute when no such dispute in fact exists. The tribunal cannot go beyond the terms of reference of the dispute. The individual dispute is not possible. It is further submitted that a comprehensive settlement regarding absorption of temporary workmen had already been executed much prior to the reference in between the Bank and the recognized Union on 16-10-1992 whereby all temporary employees in the cadre of peon who had completed 240 days in the preceding 12 months commencing from 15-4-1980 were taken into account and were given a one time opportunity to appear in the selection process. It was specifically provided in the aforesaid settlement that recruitment would be made against permanent vacancy at State level to be notified by the Bank from time to time and norms, guidelines in respect of Scheduled Caste, Scheduled Tribe and Physically handicapped etc. would be followed. After the aforesaid settlement, certain Administrative difficulties were being felt in implementing paras A and B of the aforesaid settlement vis-a-vis statutory clearance required from Government Authorities. Taking into account the difficulties experienced, the parties once again negotiated

and modified the Settlement inasmuch as the temporary employees to be considered for selection and posting against permanent vacancy could be those who had worked for the specified number of 240 days during the period 01-1-1982 to 31-12-1989. The aforesaid modification was incorporated vide Settlement dated 13-8-1994. It is further submitted that in accordance with the rules laid down for recruitment against the permanent vacancy, the Bank calculated the vacancies and notified the same and gave wide publicity to it by making publication in the newspaper and inviting the application through Employment exchange. All the temporary workmen working as peons with the Bank were invited for interview for the aforesaid selection. The selection panel finalized the list of the persons to be selected and accordingly the persons were so appointed on 03-3-1996 against permanent vacancies. Thus, the vacancies in Maharashtra State in the cadre of Peon were being fully filled up and no vacancy exists as on date. The workman had been invited to the interview and he was accordingly interviewed but he was not declared successful. Accordingly, he was not given appointment. The temporary working of the workman do not create any lien for the appointment against permanent vacancy and hence the reference is liable to be rejected.

5. The following issues were framed by the predecessor in office :

- (a) Whether the Order of Reference is legal, proper and maintainable ?
- (b) Whether the Reference is maintainable in light of stale and belated claim of the Second Party ?
- (c) Whether the Second Party is entitled to absorption in first party bank ?
- (d) Whether the Second party proves that disengagement of his services with effect from 14-8-1991 is in any manner illegal or unjustified ?
- (e) What Award ?

FINDINGS:

6. The workman has filed his own affidavit in lieu of his examination in chief. He has been cross-examined by the learned counsel for the Bank. The Bank has also filed the affidavit of Mr. Iqbal Singh Bhatia in lieu of examination in chief and he has been cross-examined by the learned counsel for the workman. The parties have also filed documentary evidence. The genuineness of any of the documents filed by the parties is not in dispute.

7. The parties have filed detailed written arguments along with citations. I have heard the learned counsel for the parties at length and perused the entire evidence available on record.

8. Issue No. 3 & 4 : At the very outset, it may be observed that the workman alleged that he did the service

with the Bank continuously and uninterruptedly. This allegation is not correct on record. It is clear on record that the workman was given appointment by the Bank for a fixed period and the appointment came to an end with the expiry of the period. There is no dispute about the payment of wages. There is no dispute about the period of service rendered by the workman with the Bank. The employment of the workman was admittedly on temporary basis. The workman admitted through out that he was being appointed as a temporary Peon and this is the consistent case of the workman. Further case of the workman is that he completed 240 days in the year prior to the termination. The Bank disputed this factual position and asserted that the workman did not work for 240 days. This plea of the Bank is falsified by the evidence filed by the Bank itself in the form of certificate issued by the Bank regarding employment and payment of wages made by it, and further falsified by the fact that the Bank admitted 240 days of working by the workman with the Bank while calling the workman for interview for selection against permanent vacancy in accordance with the terms and the Settlements which specifically stipulated that all temporary workmen who had worked for 240 days would be given an opportunity to appear before a panel of interviewers for selection against permanent vacancy. It is the admitted position that the workman was called for interview since he had completed 240 days of work with the Bank. Hence, the unescapable conclusion is that the workman has proved that he had worked for 240 days in a year prior to his termination as temporary peon. It is immaterial as to whether he worked under the leave vacancy or on account of exigency of work.

9. The learned counsel for the workman submitted two fold arguments. Firstly, that in view of the Standing Order Clauses 4A to 4E that workman will be deemed to be automatically permanent and his permanency was not subject to availability of a vacancy and that any Settlement in between the Bank and the recognized Union would not survive to over ride the implications of the Standing Orders; secondly, that the termination has been made in violation of the provisions of the Act since the workman was not terminated either after holding an enquiry after charge sheet or after giving the retrenchment compensation as required under Section 25-F of the Act. Hence the termination is illegal for non compliance of the Standing Orders and the provisions of the Industrial Disputes Act.

10. The learned counsel for the workman cited before me the following rulings :

11. In 2003 (4) LLN-583 Bombay High Court in between New Hind Textile Mills, Unit of N.T.C. (SM) Ltd, Mumbai Vs. Rashtriya Mill Mazdoor Sangh, the Honourable High Court of Bombay held that claim of permanency to the workmen who had completed 240 days in a year as per clause 4-C of the Standing Orders was there and that could not be taken away on the ground of change of notice under

Section 42 and Memorandum of Understanding between the parties on proposed reduction in complement of employees. It was held that the said Memorandum cannot over ride the Standing Orders and any settlement inconsistent with the Standing Orders cannot survive. It was further held that the claim of permanency was not contingent upon the seniority or availability of vacancy and that the provisions of clauses 4B, 4D and 4E were there to ensure due compliance of the right assured to Badlis and temporary operatives under clause 4C and in no way they render said right to be ineffective in any manner prescribed in fetters on the said right.

12. In 2005 AIR SCW 6103 Supreme Court in between R.M. Yellati Vs. Assistant Executive Engineer, the Honourable Supreme Court held the termination of a daily wagger who worked for 240 days in a given year amounted to illegal retrenchment if he was terminated without complying with the provisions of Section 25 of the Industrial Dispute Act.

13. In 2005 III CLR page 106 Bombay High Court in between Jairaj N. Shetty Vs. Union of India, the Division bench of Honourable High Court of Bombay held that the termination of a workman who had completed 240 days of work preceding the date of termination in any earlier year and not necessary in the year immediately preceding termination was illegal for non-compliance of Section 25-F and 25-B of the Industrial Disputes Act 1947.

14. In 2003 LAB IC 699 (SC) in between Bank of India and others including Punjab and Sind Bank the Honourable Supreme Court has held in case of termination of service of an employee of a nationalized bank, the policy of hire and fire cannot be adopted. The service of the workman are governed by several Standing Orders and Bipartite Settlements which have the force of law. The Bank's are required to act fairly and strictly in terms of the norms laid down there under.

15. In 2001 (2) Mh LJ 120 in between National Textile Corporation (NM) Ltd Mumbai Vs. Shivaji Gopal Gorele and another the Honourable High Court of Bombay held that the benefit of permanency/regularization was available to Badli and temporary workmen as well in view of Section 40 of Bombay Industrial Relations Act (2 of 1947) and Standing Order 4(C) and that it was not subject to availability of vacant post.

16. In 2002 (93) FLR 1050, in between Sunil Bhalchandra Jani and Gujarat Electricity Board, the Honourable High Court of Gujarat held that if the workmen had remained in continuous service with employer and had completed actual working of 240 days during the tenure of his employment, the provisions of Section 25 of the Industrial Dispute Act would be attracted and non-compliance there of would render the termination ab initio void.

17. In 2003 (102) FJR 903 in between Indian Overseas Bank and Industrial Tribunal and another, the Honourable High Court of Kerala held that the termination without complying with Section 25 of the Industrial Disputes Act, 1947 is illegal if the workman had worked for 240 days in a year.

18. The learned counsel for the Bank cited the following rules.

19. In 1987 ILLJ 141 in between English Electric Company of India Ltd. Vs. Industrial Tribunal Madras and other, it was held that "while considering the right of the casual workmen to the lay-off compensation, it is observed that in case of casual workers, there is contract of employment each day. The casual workers who have been in service for not less than one year will not automatically be entitled to work and consequently, the wages they cannot become permanent employees automatically because of the long period of time, even if, it is more than 240 days.

20. In AIR 1969 Supreme Court 976 in between Workmen of Orient Paper Mills Ltd. Vs. M/s. Orient Paper Mills Ltd. the Honourable Supreme Court observed that "in case of casual employees, the nature of employment is on lower footing than the permanent employees and they cannot expect the same wages and status as those of the permanent employees".

21. In 1994 ILLJ 334 in between Venaiakshy A.S. Vs. Fact Ltd. and Qrs. the Honourable High Court of Kerala observed that "a typist was appointed on ad hoc basis and he was working for 5 to 6 years. It is held that the workman has no right to be considered for regularization and cannot claim wages equal to the permanent employees on the basis of length of service."

22. In 1994 ILLN 851 in between Madhyamic Siksha Parishad, Uttar Pradesh Vs. Anil Kumar Mishra and others, it was observed that when there is ad hoc assignment, mere completion of 240 days not under the law implies the right of regularization under Section 25-B of the Act."

23. In 1995 ILLJ 927 in between Dr. Arundhati Ajit Pargaonkar Vs. State of Maharashtra and Qrs., it was held that "eligibility and continuous working for howsoever long period should not be permitted to overreach the law. Requirement of rules of selection through Commission cannot be substituted by humane considerations. Law must take its course. Consequently, the appellant was not entitled to claim that she should have been deemed to have been regularized as she had been working without break for nine years."

24. In 1997 II CLR 15 in between Himanshu Kumar Vidyarthi Vs. State of Bihar, it was held that "the Petitioners are temporary daily wage employees, that they were not appointed to the posts in accordance with the rules and

that as such their disengagement from service cannot be construed to be retrenchment nor can the same is arbitrary"

25. In 2003 CLR 755 in between Tarun Kumu and Ors. Vs. State of West Bengal it was held that "Section 25-F of the Industrial Disputes Act does not contemplate creation of any right of absorption in favour of any workman. A workman is not entitled to be regularized in services merely because he had completed more than 240 days of service in a year and had worked for some years. In this case the petitioners have questioned an order of a Tribunal dismissing their prayer for being regularized in services. The said order is based on sound principle and cannot be faulted".

26. In 2000 II CLR 381 in between West Bengal Essential Commodities Supply Corporation Ltd. Vs. Md. Sariff, it was held that "the law on the issue of regularization is that an ad hoc appointee has no right to be regularized unless the Recruitment Rules so specifically provide, therefore, the Respondent, who was given a temporary appointment on contractual basis for six months and the same was subsequently extended from time to time, has no right to be regularized and cannot ask for regularization by filing a writ petition".

27. The contention of the Bank is that there was a Settlement in between the recognized Union and the Bank on 16th October 1992 and the same was clarified by means of another Settlement dt. 13-8-1994 whereby all temporary workmen were given an opportunity to appear before the interviewer of the Selection Committee for selection against permanent vacancy and since the workman failed in that interview, he lost his right to raise the industrial dispute after his non-selection and hence he cannot be deemed to have been regularized or made permanent. It is contended that the permanent vacancy have already been filled in. In fact, there is no vacancy at present in any of the branch of the Bank in whole of Maharashtra. Hence, the question of absorption against the permanent vacancy does not arise. My attention is also drawn to the admissions made by the workman in his cross-examination whereby it is clear that he was being appointed for the reason he was known to the Branch Manager somehow or the other and that the workman had appeared in the interview in the Zonal Office of Punjab and Sind Bank and that he was not selected by the Committee. The non-selection of the workman does not give any right to the workman to raise the industrial dispute.

28. Keeping in mind the admitted factual position regarding the fact of employment for 240 days in a year and the legal position in view of the law laid down by the different Honourable High Courts and Supreme Court (supra) this much is clear that the termination of the workman has been made in violation to the provisions of Section 25 B and 25 F of the Act. The Bank is a Nationalized Bank. It is a State under Article 12 of the Constitution of India.

The Bank is admittedly registered under Bombay Shops and Establishment Act. The provisions of Standing Orders become applicable to the Bank in view of the Section 38-A of the Bombay Shops and Establishment Act. In view of the law laid down in the case (supra) the provisions of clause 4C of the Standing Orders are mandatory and the existence of any Settlement cannot override it. In view of the specific provisions made under Standing Order 4C, which is in the nature of mandate, the workman is to be automatically regularised once he completed 240 days of work in a year. It was not done so in the instant case by the Bank. Thus, the non-regularization/non-absorption in the service by the Bank becomes illegal in the eye of law. The termination is being made in this case admittedly for non-compliance of the mandatory provisions of Section 25F of the Act and hence the termination is illegal. Despite the fact that the termination of the workman is illegal in the instant case, he is not liable to be reinstated in service as prayed for. The obvious reason for it is that back door entry against a permanent vacancy is not permissible under the law in the Public Sector undertaking/nationalized Banks. Here, the settlement dated 16-1-1992 and 13-8-1994 cannot be said to have any binding effect since they cannot override the provisions of standing Order clause 4C. The material point which is to be kept in mind is that the selection against a permanent vacancy has to be made in accordance with the Rules and Regulations made for recruitment against permanent vacancy. In the instant case, the Bank has followed all the norms prescribed for recruitment against permanent vacancy. It had advertised the Vacancy. The names were being sought for from the Employment Exchange. All the temporary workmen had been invited for interview since they had completed 240 days of work with the Bank. Their legal protection of service was kept in mind while they were being invited for interview for selection against permanent vacancy. The intention of the Bank cannot be faulted in any manner. It appears to be bona fide throughout. The Bank was required to follow the norms of recruitment and it did follow. The workman was admittedly given the opportunity to appear for the interview and he actually appeared. He lost his claim or lien for regularization against permanent vacancy since he failed in the interview. Since there is no vacancy at present, in any of the Branch of the Bank in Maharashtra State, the workman can not compel the Bank either for absorption/regularization against the permanent vacancy of Peon or reinstatement with back wages despite the fact that his termination was not made in accordance with the provisions of the Act. The termination amounted to retrenchment since the temporary workman completed 240 days of work with the Bank and non-payment of retrenchment compensation to which he was entitled for makes the termination illegal.

29. Hence, I conclude that though the termination is illegal, the workman is not entitled to absorption/regularization/reinstatement with back wages in service with the Bank.

30. **Issue No. 1 :** The order of reference cannot be said to be illegal or improper or not maintainable for the reasons alleged in the written statement by the Bank. Nothing is being shown to substantiate the plea. It is not correct to say that the Central Government without applying its mind made the reference in a mechanical manner and committed cardinal error therein since the absorption and termination are two different matters.

31. **Issue No. 2 :** The reference cannot be said to be non-maintainable on account of some delay on the part of the workman for raising the dispute. The dispute is being raised by the workman after his non-selection by the Bank and that was a proper date of cause of action to the workman. The Conciliation proceeding had been there before the Conciliation Officer and the same obviously resulted in failure. Thereafter, the reference is being made by the Central Government under its power under the Act to this Tribunal. The law is also settled on the point that any Industrial claim cannot be rejected merely on account of some delay or laches on the part of the workman. It cannot be said that the reference is stale and belated hence not maintainable.

32. **Issue No. 5 :** In view of my findings on the above four issues, the workman is not entitled to any relief at this juncture within the scope of reference since this Tribunal cannot travel beyond the terms of reference.

33. The Award is made accordingly.

JUSTICE GHANSHYAMDASS, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2006

का. आ. 1633. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 27/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-12012/21/96-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 1st April, 2006

S.O. 1633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/97) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 31-03-2006.

[No. L-12012/21/96-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. CGIT-27 OF 1997

PARTIES

Employers in relation to the management of Punjab &
Sind Bank

AND

Their workmen

APPEARANCES

For the Management : Mr. M. M. Gujar, Adv.

For the Workman : Mr. J. G. Ghag, Adv.

State : Maharashtra

Mumbai dated the 9th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12012/21/96-IR (B-II) dated 29-4-1997. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Mahesh Mahadeo Dalvi w.e.f. 17-2-1993 and not absorbing his services in the bank on permanent basis is legal and justified ? If not to what relief the workman is entitled ?”

2. The case of workman Mr. Mahesh Mahadeo Dalvi (hereinafter referred to as workman for short) is that he was employed with Punjab and Sind Bank (hereinafter referred to as the Bank) having its Head Office at Bank House, 21, Rajendra Place, New Delhi-110008 with Zonal Office at 27/29, Ambalal Doshi Marg, Fort, Mumbai-400023. The Bank has got various branches at Mumbai and all over Maharashtra State. He was appointed as Peon with effect from 27-5-1987. He has been illegally terminated w.e.f. 17-2-1993 when he was on duty as a Peon at Borivili Branch.

3. The contention of the workman is that he has put in continuous and interrupted service for years together. Although, the Bank gave artificial breaks in service with a view to defeat the right and claim for benefits at par with the permanent employees, he had worked and completed 240 days in a year and hence he would be deemed to have been made permanent and hence he is entitled to all the

benefits and rights available to the permanent workmen of the Bank. There was a settlement in between the Union of the workman and the Bank on 13-8-1994 but the Bank failed to comply with the terms of the Settlement by not treating the workman as permanent although he had completed 240 days of work in a year as required under Section 25 B of the Industrial Disputes Act (hereinafter referred to as the Act). It is further contended that the Standing Orders clauses 4A to 4E were applicable to the Bank being registered under Bombay Shops and Establishment Act, 1948. These provisions override the alleged settlements in between the Union and Bank and hence Bank cannot claim any benefit out of Settlements. He was terminated without giving any show cause notice or issuing any charge sheet or holding any enquiry or paying any retrenchment compensation and hence the order of termination is bad in law for violation of the mandatory provisions of the Section 25-F of the Act. The Bank did not exhibit the seniority list as required under Rule 86 of the Industrial Disputes (Mumbai Rules, 1957) and retained in service junior workmen and thereby violated the mandatory provisions of Section 25-G of the Act. The termination of service is arbitrary and without following due process of law. Thus, the workman be reinstated into service with full back wages and other consequential benefits.

4. The contention of the Bank is that it is a nationalized bank controlled by the Government of India. It has its registered office at Amritsar and Branches all over India. The Bank has zonal offices which controls the branches under their territorial jurisdiction. The zonal office of Mumbai was situated at Fort at the relevant time and now it is situated at Worli. The zonal office is responsible for Administrative Banking and implementation of policies in respect of branches situated in the State of Maharashtra, Gujarat and Goa. The Bank observes, maintains and implements the rules formulated for recruitment, promotion and termination in respect of permanent staff members as per guidelines, notifications issued by the Govt. of India. The service conditions of the employees are governed as per Bipartite Settlement entered, executed with the Bank at one hand and the recognized Union at the other hand. No recruitment of permanent staff is possible except for rules and procedures laid down under the Government guidelines/notifications. The Bank recruits/employs on permanent basis only after inviting applications on All India basis on merits and after observing due procedure as laid down in this behalf. The Bank disputed that the workman had worked and completed 240 days in a year. The workman was employed as a temporary Peon as and when the necessity arose for it. He was sometimes appointed in a leave vacancy and sometimes owing to the exigency of the work by the Branch Manager who had the power to appoint temporary peons. The workman did work at different branches of the Bank but never worked continuously or uninterruptedly for years together as alleged by the

workman in his claim. The appointment of the workman ceased with the expiry of the time prescribed in the appointment letter. He could not be treated to be a regular employee of the Bank. The workman raised the Industrial Dispute after expiry of more than three years and thus his claim is stale and belated and for that reason it is not maintainable. The dispute is being raised for the first time in the year 1995. The conciliation proceedings failed and that led to the instant reference. It is also alleged by the Bank that the terms of the reference are contradictory. The relief of absorption of temporary employee in a permanent cadre is totally independent of an action of termination of service. The reference has been made by the Government in a mechanical manner without applying its mind to the facts and circumstances of the case. The order of reference is bad in law and as such the reference is liable to be rejected. The dispute appears to be under Section 2(k) of the Act and not under Section 2-A of the Act and hence the reference is invalid. The Government has made a cardinal error in referring the matter for adjudication as an industrial dispute when no such dispute in fact exists. The tribunal cannot go beyond the terms of reference of the dispute. The individual dispute is not possible. It is further submitted that a comprehensive settlement regarding absorption of temporary workmen had already been executed much prior to the reference in between the Bank and the recognized Union on 16-10-1992 whereby all temporary employees in the cadre of peon who had completed 240 days in the preceding 12 months commencing from 15-4-1980 were taken into account and were given a one time opportunity to appear in the selection process. It was specifically provided in the aforesaid settlement that recruitment would be made against permanent vacancy at State level to be notified by the Bank from time to time and norms, guidelines in respect of Scheduled Caste, Scheduled Tribe and Physically handicapped etc. would be followed. After the aforesaid settlement, certain Administrative difficulties were being felt in implementing paras A and B of the aforesaid settlement vis-a-vis statutory clearance required from Government Authorities. Taking into account the difficulties experienced, the parties once again negotiated and modified the Settlement inasmuch as the temporary employees to be considered for selection and posting against permanent vacancy could be those who had worked for the specified number of 240 days during the period 01-1-1982 to 31-12-1989. The aforesaid modification was incorporated vide Settlement dated 13-8-1994. It is further submitted that in accordance with the rules laid down for recruitment against the permanent vacancy, the Bank calculated the vacancies and notified the same and gave wide publicity to it by making publication in the newspaper and inviting the application through Employment Exchange. All the temporary workmen working as peons with the Bank were invited for interview for the aforesaid selection. The selection panel finalized the list of the persons

to be selected and accordingly the persons were so appointed on 3-3-1996 against permanent vacancies. Thus, the vacancies in Maharashtra State in the cadre of Peon were being fully filled up and no vacancy exists as on date. The workman had been invited to the interview and he was accordingly interviewed but he was not declared successful. Accordingly, he was not given appointment. The temporary working of the workman do not create any lien for the appointment against permanent vacancy and hence the reference is liable to be rejected.

5. The following issues were framed by the predecessor in office :—

- (a) Does the Second Party Workman proves that his termination is illegal ?
- (b) Does the 2nd party workman show that he is entitled to reliefs as claimed ?
- (c) What Award ?

Findings :

6. The workman has filed his own affidavit in lieu of his examination in chief. He has been cross-examined by the learned counsel for the Bank. The Bank has also filed the affidavit of Mr. Iqbal Singh Bhatia in lieu of examination in chief and he has been cross-examined by the learned counsel for the workman. The parties have also filed documentary evidence. The genuineness of any of the documents filed by the parties is not in dispute.

7. The parties have filed detailed written arguments along with citations. I have heard the learned counsel for the parties at length and perused the entire evidence available on record.

8. **Issue No. 1 :** At the very outset, it may be observed that the workman alleged that he did the service with the Bank continuously and uninterruptedly. This allegation is not correct on record. It is clear on record that the workman was given appointment by the Bank for a fixed period and the appointment came to an end with the expiry of the period. There is no dispute about the payment of wages. There is no dispute about the period of service rendered by the workman with the Bank. The employment of the workman was admittedly on temporary basis. The workman admitted throughout that he was being appointed as a temporary Peon and this is the consistent case of the workman. Further case of the workman is that he completed 240 days in the year prior to the termination. The Bank disputed this factual position and asserted that the workman did not work for 240 days. This plea of the Bank is falsified by the evidence filed by the Bank itself in the form of certificate issued by the Bank regarding employment and payment of wages made by it, and further falsified by the fact that the Bank admitted 240 days of working by the workman with the Bank while calling the workman for interview for selection against permanent vacancy in

accordance with the terms and the Settlements which specifically stipulated that all temporary workmen who had worked for 240 days would be given an opportunity to appear before a panel of interviewers for selection against permanent vacancy. It is the admitted position that the workman was called for interview since he had completed 240 days of work with the Bank. Hence, the unescapable conclusion is that the workman has proved that he had worked for 240 days in a year prior to his termination as temporary peon. It is immaterial as to whether he worked under the leave vacancy or on account of exigency of work.

9. The learned counsel for the workman submitted two fold arguments. Firstly, that in view of the Standing Order Clauses 4A to 4E that workman will be deemed to be automatically permanent and his permanency was not subject to availability of a vacancy and that any Settlement in between the Bank and the recognized Union would not survive to over-ride the implications of the Standing Orders; secondly, that the termination has been made in violation of the provisions of the Act since the workman was not terminated either after holding an enquiry after charge sheet or after giving the retrenchment compensation as required under Section 25-F of the Act. Hence the termination is illegal for non-compliance of the Standing Orders and the provisions of the Industrial Disputes Act.

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14. In 2003 LAB IC 689 (SC) in between Bank of India and others including Punjab and Sind Bank the Honourable Supreme Court has held in case of termination of service of an employee of a Nationalized Bank, the policy of hire and fire cannot be adopted. The service of the workman are governed by several Standing Orders and Bipartite Settlements which have the force of law. The Banks are required to act fairly and strictly in terms of the norms laid down thereunder.

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25. In 2003 CLR 755 in between *Tarun Kunu and Ors. vs. State of West Bengal* it was held that “Section 25-F of the Industrial Disputes Act does not contemplate creation of any right of absorption in favour of any workman. A workman is not entitled to be regularized in services merely because he had completed more than 240 days of service in a year and had worked for some years. In this case the petitioners have questioned an order of a Tribunal dismissing their prayer for being regularized in services. The said order is based on sound principle and cannot be faulted”.

26. In 2000 II CLR 381 in between *West Bengal Essential Commodities Supply Corporation Ltd. vs. Md. Sariff*, it was held that “The clear law on the issue of regularization is that an ad hoc appointee has no right to be regularized unless the Recruitment Rules so specifically provide, therefore; the Respondent, who was given a temporary appointment on contractual basis for six months and the same was subsequently extended from time to time,

has no right to be regularized and cannot ask for regularization by filing a writ petition”.

27. The contention of the Bank is that there was a Settlement in between the recognized Union and the Bank on 16th October 1992 and the same was clarified by means of another Settlement dt. 13-8-1994 whereby all temporary workmen were given an opportunity to appear before the interviewer of the Selection committee for selection against permanent vacancy and since the workman failed in the at interview, he lost his right to raise the industrial dispute after his non-selection and hence he cannot be deemed to have been regularized or made permanent. It is contended that all the permanent vacancy have already been filled in. In fact, there is no vacancy at present in any of the branch of the Bank in whole of Maharashtra. Hence, the question of absorption against the permanent vacancy does not arise. My attention is also drawn to the admissions made by the workman in his cross-examination whereby it is clear that he was being appointed for the reason he was known to the Branch Manager somehow or the other and that the workman had appeared in the interview in the Zonal office of Punjab and Sind Bank and that he was not selected by the Committee. The non-selection of the workman does not give any right to the workman to raise the industrial dispute.

28. Keeping in mind the admitted factual position regarding the fact of employment for 240 days in a year and the legal position in view of the law laid down by the different Honourable High Courts and Supreme Court (supra) this much is clear that the termination of the workman has been made in violation to the provisions of Section 25B and 25F of the Act. The Bank is a Nationalized Bank. It is a State under Article 12 of the Constitution of India. The Bank is admittedly registered under Bombay Shops and Establishment Act. The provisions of Standing Orders become applicable to the Bank in view of the Section 38-A of the Bombay Shops and Establishment Act. In view of the law laid down in the case (supra) the provisions of clause 4C of the Standing Orders are mandatory and the existence of any Settlement cannot over, ride it. In view of the specific provisions made under Standing Order 4C, which is in the nature of mandate the workman is to be automatically regularized once he completed 240 days of work in a year. It was not done so in the instant case by the Bank. Thus, the non-regularization/non-absorption in the service by the Bank becomes illegal in the eye of law. The termination is being made in this case admittedly for non-compliance of the mandatory provisions of Section 25F of the Act and hence the termination is illegal. Despite the fact that the termination of the workman is illegal in the instant case, he is not liable to be reinstated in service as prayed for. The obvious reason for it is that back door entry against a permanent vacancy is not permissible under the law in the Public Sector Undertaking/Nationalized Banks. Here, the Settlement dated 16-1-1992 and 13-8-1994 cannot be said to have any binding effect since they cannot

over-ride the provisions of Standing Order clause 4C. The material point which is to be kept in mind is that the selection against a permanent vacancy has to be made in accordance with the Rules and Regulations made for recruitment against permanent vacancy. In the instant case, the Bank has followed all the norms prescribed for recruitment against permanent vacancy. It had advertised the vacancy. The names were being sought for from the Employment Exchange. All the temporary workmen had been invited for interview since they had completed 240 days of work with the Bank. Their legal protection of service was kept in mind while they were being invited for interview for selection against permanent vacancy. The intention of the Bank cannot be faulted in any manner. It appears to be bona fide throughout. The Bank was required to follow the norms of recruitment and it did follow. The workman was admittedly given the opportunity to appear for the interview and he actually appeared. He lost his claim or lien for regularization against permanent vacancy since he failed in the interview. Since there is no vacancy at present, in any of the Branch of the Bank in Maharashtra State, the workman cannot compel the Bank either for absorption/regularization against the permanent vacancy of Peon or reinstatement with back wages despite the fact that his termination was not made in accordance with the provisions of the Act. The termination amounted to retrenchment since the temporary workman completed 240 days of work with the Bank and non-payment of retrenchment compensation to which he was entitled for makes the termination illegal.

29. The Bank has also taken plea raised in written statement that the order of reference is illegal, improper and not maintainable. I feel that it cannot be said to be illegal or improper or not maintainable for the reasons alleged in the written statement by the Bank. Nothing is being shown to substantiate the plea. It is not correct to say that the Central Government without applying its mind made the reference in a mechanical manner and committed cardinal error therein since the absorption and termination are two different matters. The dispute is being raised by the workman after his non-selection by the Bank and that was a proper date of cause of action to the workman. The Conciliation proceeding had been there before the Conciliation Officer and the same obviously resulted in failure. Thereafter, the reference is being made by the Central Government under its power under the Act to this Tribunal.

30. Hence, I conclude that though the termination is illegal, the workman is not entitled to absorption/regularization/reinstatement with back wages in service with the Bank.

31. Issue No. 2 : In view of my findings on the above issue No. 1, the workman is not entitled to any relief at this juncture within the scope of reference since this Tribunal cannot travel beyond the terms of reference.

32. The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2006

का. आ. 1634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 30/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2006 को प्राप्त हुआ था।

[सं. एल-12012/24/96-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 1st April, 2006

S.O. 1634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/97) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 31-3-2006.

[No. L-12012/24/96-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. CGIT-30 OF 1997

PARTIES

Employers in relation to the management of Punjab & Sind Bank

AND

Their workmen

APPEARANCES

For the Management : Mr. M. M. Gujar, Adv.

For the Workman : Mr. J. G. Ghag, Adv.

State : Maharashtra

Mumbai dated the 9th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour,

New Delhi Order No. L-12012/24/96-IR (B-II) dated 29-4-1997. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Laxman Sakharan Sawant w.e.f. 12-8-1991 and not absorbing his services in the bank on permanent basis is legal and justified ? If not to what relief the workman is entitled ?”

2. The case of workman Mr. Laxman Sakharan Sawant (hereinafter referred to as workman for short) is that he was employed with Punjab and Sind Bank (hereinafter referred to as the Bank) having its Head Office at Bank House, 21, Rajendra Place, New Delhi-110008 with Zonal Office at 27/29, Ambalal Doshi Marg, Fort, Mumbai-400023. The Bank has got various branches at Mumbai and all over Maharashtra State. He was appointed as Peon with effect from 26-7-1986. He has been illegally terminated w.e.f. 12-8-1991 when he was on duty as a Peon at Juhu Branch.

3. The contention of the workman is that he has put in continuous and interrupted service for years together. Although, the Bank gave artificial breaks in service with a view to defeat the right and claim for benefits at par with the permanent employees, he had worked and completed 240 days in a year and hence he would be deemed to have been made permanent and hence he is entitled to all the benefits and rights available to the permanent workmen of the Bank. There was settlement in between the Union of the workman and the Bank on 13-8-1994 but the Bank failed to comply with the terms of the Settlement by not treating the workman as permanent although he had completed 240 days of work in a year as required under Section 25 B of the Industrial Disputes Act (hereinafter referred to as the Act). It is further contended that the Standing Orders clauses 4A to 4E were applicable to the Bank being registered under Bombay Shops and Establishment Act, 1948. These provisions override the alleged settlements in between the Union and Bank and hence Bank cannot claim any benefit out of Settlements. He was terminated without giving any show cause notice or issuing any chargesheet or holding any enquiry or paying any retrenchment compensation and hence the order of termination is bad in law for violation of the mandatory provisions of the Section 25-F of the Act. The Bank did not exhibit the seniority list as required under Rule 86 of the Industrial Disputes (Mumbai Rules, 1957) and retained in service junior workmen and thereby violated the mandatory provisions of Section 25-G of the Act. The termination of service is arbitrary and without following due process of law. Thus, the workman be reinstated into service with full back wages and other consequential benefits.

4. The contention of the Bank is that it is a nationalized bank controlled by the Government of India.

It has its registered office at Amritsar and Branches all over India. The Bank has zonal offices which controls the branches under their territorial jurisdiction. The zonal office of Mumbai was situated at Fort at the relevant time and now it is situated at Worli. The zonal office is responsible for Administrative Banking and implementation of policies in respect of branches situated in the State of Maharashtra, Gujarat and Goa. The Bank observes, maintains and implements the rules formulated for recruitment, promotion and termination in respect of permanent staff members as per guidelines, notifications issued by the Govt. of India. The service conditions of the employees are governed as per Bipartite Settlement entered, executed with the Bank at one hand and the recognized Union at the other hand. No recruitment of permanent staff is possible except for rules and procedures laid down under the Government guidelines/notifications. The Bank recruits/employs on permanent basis only after inviting applications on All India basis on merits and after observing due procedure as laid down in this behalf. The Bank disputed that the workman had worked and completed 240 days in a year. The workman was employed as a temporary Peon as and when the necessity arose for it. He was sometimes appointed in a leave vacancy and sometimes owing to the exigency of the work by the Branch Manager who had the power to appoint temporary peons. The workman did work at different branches of the Bank but never worked continuously or uninterruptedly for years together as alleged by the workman in his claim. The appointment of the workman ceased with the expiry of the time prescribed in the appointment letter. He could not be treated to be a regular employee of the Bank. The workman raised the Industrial Dispute after expiry of more than three years and thus his claim is stale and belated and for that reason it is not maintainable. The dispute is being raised for the first time in the year 1995. The conciliation proceedings failed and that led to the instant reference. It is also alleged by the Bank that the terms of the reference are contradictory. The relief of absorption of temporary employee in a permanent cadre is totally independent of an action of termination of service. The reference has been made by the Government in a mechanical manner without applying its mind to the facts and circumstances of the case. The order of reference is bad in law and as such the reference is liable to be rejected. The dispute appears to be under Section 2(k) of the Act and not under Section 2-A of the Act and hence the reference is invalid. The Government has made a cardinal error in referring the matter for adjudication as an industrial dispute when no such dispute in fact exists. The tribunal cannot go beyond the terms of reference of the dispute. The individual dispute is not possible. It is further submitted that a comprehensive settlement regarding absorption of temporary workmen had already been executed much prior to the reference in between the Bank and the recognized Union on 16-10-1992 whereby all temporary employees in the cadre of peon who had

completed 240 days in the preceding 12 months commencing from 15-4-1980 were taken into account and were given a one time opportunity to appear in the selection process. It was specifically provided in the aforesaid settlement that recruitment would be made against permanent vacancy at State level to be notified by the Bank from time to time and norms, guidelines in respect of Scheduled Caste, Scheduled Tribe and Physically handicapped etc. would be followed. After the aforesaid settlement, certain Administrative difficulties were being felt in implementing paras A and B of the aforesaid settlement vis-a-vis statutory clearance required from Government Authorities. Taking into account the difficulties experienced, the parties once again negotiated and modified the Settlement inasmuch as the temporary employees to be considered for selection and posting against permanent vacancy could be those who had worked for the specified number of 240 days during the period 1-1-1982 to 31-12-1989. The aforesaid modification was incorporated vide Settlement dated 13-8-1994. It is further submitted that in accordance with the rules laid down for recruitment against the permanent vacancy, the Bank calculated the vacancies and notified the same and gave wide publicity to it by making publication in the newspaper and inviting the application through Employment Exchange. All the temporary workmen working as peons with the Bank were invited for interview for the aforesaid selection. The selection panel finalized the list of the persons to be selected and accordingly the persons were so appointed on 3-3-1996 against permanent vacancies. Thus, the vacancies in Maharashtra State in the cadre of Peon were being fully filled up and no vacancy exists as on date. The workman had been invited to the interview and he was accordingly interviewed but he was not declared successful. Accordingly, he was not given appointment. The temporary working of the workman do not create any lien for the appointment against permanent vacancy and hence the reference is liable to be rejected.

5. The following issues were framed by the predecessor in office :

- (a) Does the Second Party Workman proves that his termination is illegal ?
- (b) Does the 2nd party workman show that he is entitled to reliefs as claimed ?
- (c) What Award ?

Findings :

7. The workman has filed his own affidavit in lieu of his examination in chief. He has been cross-examined by the learned counsel for the Bank. The Bank has also filed the affidavit of Mr. Iqbal Singh Bhatia in lieu of examination in chief and he has been cross-examined by the learned counsel for the workman. The parties have also filed documentary evidence. The genuineness of any of the documents filed by the parties is not in dispute.

7. The parties have filed detailed written arguments along with citations. I have heard the learned counsel for the parties at length and perused the entire evidence available on record.

8. Issue No. 1 : At the very outset, it may be observed that the workman alleged that he did the service with the Bank continuously and uninterruptedly. This allegation is not correct on record. It is clear on record that the workman was given appointment by the Bank for a fixed period and the appointment came to an end with the expiry of the period. There is no dispute about the payment of wages. There is no dispute about the period of service rendered by the workman with the Bank. The employment of the workman was admittedly on temporary basis. The workman admitted throughout that he was being appointed as a temporary Peon and this is the consistent case of the workman. Further case of the workman is that he completed 240 days in the year prior to the termination. The Bank disputed this factual position and asserted that the workman did not work for 240 days. This plea of the Bank is falsified by the evidence filed by the Bank itself in the form of certificate issued by the Bank regarding employment and payment of wages made by it, and further falsified by the fact that the Bank admitted 240 days of working by the workman with the Bank while calling the workman for interview for selection against permanent vacancy in accordance with the terms and the Settlements which specifically stipulated that all temporary workmen who had worked for 240 days would be given an opportunity to appear before a panel of interviewers for selection against permanent vacancy. It is the admitted position that the workman was called for interview since he had completed 240 days of work with the Bank. Hence, the unescapable conclusion is that the workman has proved that he had worked for 240 days in a year prior to his termination as temporary peon. It is immaterial as to whether he worked under the leave vacancy or on account of exigency of work.

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23. In 1995 I LLJ 927 in between Dr. Arundhati Ajit Pargaonkar vs. State of Maharashtra and Ors., it was held that "eligibility and continuous working for howsoever long period should not be permitted to overreach the law. Requirement of rules of selection through Commission cannot be substituted by humane considerations. Law must take its course. Consequently, the appellant was not entitled to claim that she should have been deemed to have been regularized as she had been working without break for nine years."

24. In 1997 II CLR 15 in between Himanshu Kumar Vidyarthi vs. State of Bihar, it was held that "the Petitioners are temporary daily wage employees, that they were not appointed to the posts in accordance with the rules and that as such their disengagement from service cannot be construed to be retrenchment nor can the same is arbitrary".

25. In 2003 CLR 755 in between Tarun Kunu and Ors. vs. State of West Bengal it was held that "Section 25-F of the Industrial Disputes Act does not contemplate creation of any right of absorption in favour of any workman. A workman is not entitled to be regularized in services merely because he had completed more than 240 days of service in a year and had worked for some years. In this case the petitioners have questioned an order of a Tribunal dismissing their prayer for being regularized in services. The said order is based on sound principle and cannot be faulted".

27. In 2000 II CLR 381 in between West Bengal Essential Commodities Supply Corporation Ltd. vs. Md. Sariff, it was held that "the clear law on the issue of regularization is that an ad hoc appointee has no right to be regularized unless the Recruitment Rules so specifically provide, therefore, the Respondent, who was given a temporary appointment on contractual basis for six months and the same was subsequently extended from time to time, has no right to be regularized and cannot ask for regularization by filing a writ petition".

28. The contention of the Bank is that there was a Settlement in between the Recognized Union and the Bank on 16th October 1992 and the same was clarified by means of another Settlement dt. 13-8-1994 whereby all temporary workmen were given an opportunity to appear before the interviewer of the Selection Committee for selection against permanent vacancy and since the workman failed in that interview, he lost his right to raise the industrial dispute after his non-selection and hence he cannot be deemed to have been regularized or made permanent. It is contended that all the permanent vacancy have already been filled in. In fact, there is no vacancy at present in any of the branch of the Bank in whole of Maharashtra. Hence, the question of absorption against the permanent vacancy does not arise. My attention is also drawn to the admissions made by the workman in his cross-examination whereby it is clear that he was being appointed for the reason he was known to the Branch Manager somehow or the other and that the workman had appeared in the interview in the Zonal office of Punjab and Sind Bank and that he was not selected by the Committee. The non-selection of the workman does not give any right to the workman to raise the industrial dispute.

28. Keeping in mind the admitted factual position regarding the fact of employment for 240 days in a year and the legal position in view of the law laid down by the different Honourable High Courts and Supreme Court

(supra) this much is clear that the termination of the workman has been made in violation to the provisions of Sections 25B and 25F of the Act. The Bank is a Nationalized Bank. It is a State under Article 12 of the Constitution of India. The Bank is admittedly registered under Bombay Shops and Establishment Act. The provisions of Standing Orders become applicable to the Bank in view of the Section 38-A of the Bombay Shops and Establishment Act. In view of the law laid down in the case (supra) the provisions of clause 4C of the Standing Orders are mandatory and the existence of any Settlement cannot override it. In view of the specific provisions made under Standing Order 4C, which is in the nature of mandate the workman is to be automatically regularized once he completed 240 days of work in a year. It was not done so in the instant case by the Bank. Thus, the non-regularization/non-absorption in the service by the Bank becomes illegal in the eye of law. The termination is being made in this case admittedly for non-compliance of the mandatory provisions of Section 25F of the Act and hence the termination is illegal. Despite the fact that the termination of the workman is illegal in the instant case, he is not liable to be reinstated in service as prayed for. The obvious reason for it is that back door entry against a permanent vacancy is not permissible under the law in the Public sector undertaking/nationalized Banks. Here, the Settlement dated 16-1-1992 and 13-8-1994 cannot be said to have any binding effect since they cannot override the provisions of Standing Order clause 4C. The material point which is to be kept in mind is that the selection against a permanent vacancy has to be made in accordance with the Rules and Regulations made for recruitment against permanent vacancy. In the instant case, the Bank has followed all the norms prescribed for recruitment against permanent vacancy. It had advertised the vacancy. The names were being sought for from the Employment Exchange. All the temporary workmen had been invited for interview since they had completed 240 days of work with the Bank. Their legal protection of service was kept in mind while they were being invited for interview for selection against permanent vacancy. The intention of the Bank cannot be faulted in any manner. It appears to be bona fide throughout. The Bank was required to follow the norms of recruitment and it did follow. The workman was admittedly given the opportunity to appear for the interview and he actually appeared. He lost his claim or lien for regularization against permanent vacancy since he failed in the interview. Since there is no vacancy at present, in any of the Branch of the Bank in Maharashtra State, the workman can not compel the Bank either for absorption/regularization against the permanent vacancy of Peon or reinstatement with back wages despite the fact that his termination was not made in accordance with the provisions of the Act. The termination amounted to retrenchment since the temporary workman completed 240 days of work with the Bank and non-payment of retrenchment compensation to which he was entitled for makes the termination illegal.

29. The Bank has also taken plea raised in written statement that the order of reference is illegal, improper and not maintainable. I feel that it cannot be said to be illegal or improper or not maintainable for the reasons alleged in the written statement by the Bank. Nothing is being shown to substantiate the plea. It is not correct to say that the Central Government without applying its mind made the reference in a mechanical manner and committed cardinal error therein since the absorption and termination are two different matters. The dispute is being raised by the workman after his non-selection by the Bank and that was a proper date of cause of action to the workman. The Conciliation proceeding had been there before the Conciliation Officer and the same obviously resulted in failure. Thereafter, the reference is being made by the Central Government under its power under the Act to this Tribunal.

30. Hence, I conclude that though the termination is illegal, the workman is not entitled to absorption/regularization/reinstatement with back wages in service with the Bank.

31. Issue No. 2 : In view of my findings on the above two issues, the workman is not entitled to any relief at this juncture within the scope of reference since this Tribunal cannot travel beyond the terms of reference.

32. The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2006

का. आ. 1635.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ मालाबार ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोझिकोडे के पंचाट (संदर्भ संख्या आई डी-2/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2006 को प्राप्त हुआ था।

[सं. एल-12012/151/92-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th April, 2006

S.O. 1635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-2/93) of the Labour Court, Kozhikode now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Malabar Gramin Bank and their workman, which was received by the Central Government on 3-4-2006.

[No. L-12012/151/92-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 13th day of March, 2006

PRESENT:

Shri K. Balasubramanian, B. Com., LL. B., Presiding Officer

I. D. (C) No. 2/93

BETWEEN:

The Chairman,
South Malabar Gramin Bank,
Head Office, Malappuram,
Kerala-676565.

... Management

AND

The General Secretary,
South Malabar Gramin Bank,
Deposit Collectors Union,
C/o South Malabar Gramin Bank,
Kizhissery Branch,
P. O. Kuzhimanna,
Malappuram-673641.

... Union

REPRESENTATIONS:

For the Management : Sri N. Ramakrishnan,
Advocate, Kozhikode.

For the Union : Sri K. Abdussalam,
Advocate, Kozhikode.

REVISED AWARD

The management is the South Malabar Gramin Bank having its Head Office at Malappuram. The dispute has been raised by the Union representing the Nithya Nidhi deposit collectors of the management Bank claiming regularisation in service and parity of service with the regular bank employees. The Bank also decided to reduce the rate of commission paid to them from 3.5% to 3% in the year 1976 and from 3% to 2.5% with effect from 2-5-1978. The legality and propriety of the reduction in commission was also challenged. Ultimately the industrial dispute raised by the union was referred to this Court for adjudication and passing award.

2. On receipt of notice both parties appeared and filed their respective statements.

3. The case of the Union shortly stated is that :—

The management bank, a rural bank had engaged about 200 deposit collectors for collecting Nithya Nidhi collections and for their bank activities. They were working in the management bank from 1976 onwards. By the nature of the duties assigned and discharged they were under the

direct control of the management and were discharging the functions of clerks in the regular cadre. The collections made by the NND collectors are the main source of income of the bank. But the management is not giving them the privileges and benefits of regular employees. The management has also arbitrarily and unilaterally reduced the commission of the NND agents. Therefore the union prays for an award for regularisation of Nithya Nidhi Deposit Collectors in service and to set aside the action of the management in reducing the commission.

4. According to the management, Nithya Nidhi deposit agents are not the regular employees of the bank nor can be they treated at par with the regular employees. They are only given commission proportionate to the amount collected. They are not paid wages or salaries nor entitled to other allowance or perquisites of a regular employee. They are not under the direct control of the management whereas they are under the control of the respective branch managers. The NND agents are independent contractors. The rates of commission are decided by the Board after taking into account the relevant aspects and circumstances. The agents cannot question the reduction of commission.

5. Two witnesses were examined on the workers side and one on the management side. Exts. W1 to W42 were marked on the side of the management. On a detailed consideration of the evidence this Court held that the NND collectors are not the workmen of the management entitled to be absorbed as regular employees of the management bank. It was further found that the reference itself was invalid as NND collectors are not the workman as defined under the Industrial Disputes Act. The aggrieved Union unsuccessfully challenged the award by filing a writ petition. But in the writ appeal the Hon'ble High Court found that the justifiability of reduction of commission payable to the NND collectors has not been specifically considered either by the Labour Court or the learned single Judge and therefore, the matter was remitted back to this Court to pass a fresh order on that issue within a time limit without disturbing the finding on the remaining issues. In view of the remand order the only issue that survives for adjudication is :—

“Whether the action of the management of S. M. G. Bank in reducing the rate of commission to the NND agents is justified or not ?

6. **Point :—**It is in evidence and as born out from Ext. W4 that NND agents were being given maximum rate of commission of 3.5% on the collection amount. As per Ext. W10 dated 13-2-1978, rate of commission was refixed and reduced to 3% and again as per Ext. W11 circular dated 3-5-1978 reduced to 2.5% w.e.f. 2-5-1978. The complaint of the Union is the reduction in rate of commission was made unilaterally, arbitrarily and without notice to the workers as

the agents are entitled to be considered as employees of the Bank. On the other hand the contention of the management is that the decision was taken by the Board from time to time taking into account all the aspects of circumstances and the agents are bound by the decisions.

7. In Ext. W10 Bank has not assigned any reason to reduce the rate of commission whereas in Ext. W11 is stated that the decision was introduced to reduce the recovery cost and to overcome some malpractices. At any rate these decisions cannot have any legal scrutiny as were taken without notice to the affected workers. The deposit collectors are workmen as defined under the provisions of the I. D. Act for all practical purposes with the only inhibition that they are not entitled for regularisation in service in view of the judgement delivered by the Hon'ble Supreme Court reported in 2001(3) SCC Page No. 36. The commission payable will fall under the definition of wages u/s 2 rr of the I. D. Act. Payment of commission being an implied condition of service of employees, the management is not entitled to effect any change in their service conditions without notice in respect of matters specified in the 4th schedule in view of S. 9(A) of I. D. Act. The first item in the 4th schedule is wages including the period and mode of payment. Admittedly no notice was given by the management to the workman or the Union while effecting the reduction in commission. So the action of the management in gross defiance of the mandatory provisions of law and natural justice cannot stand to any legal scrutiny.

8. It was contended by the learned counsel for the management that the majority of workers joined the service as collection agents only after Exts. W10 and W11 and so are not entitled to take any benefit of the circulars.

9. There is no evidence to show that any of the workers were working as collection agents at the time of Ext. W10. Irrespective of the date, the service condition applicable and enjoyed could be altered to the detriment of workers only in accordance with S. 9A. So I find that the reduction of maximum rate of commission from 3% to 2.5% is illegal and unjustified and the action is only to be set aside.

10. In the result, an award is passed holding that the action of the management of S. M. G. Bank in reducing the commission from 3 to 2.5% w.e.f. 2-5-1978 to NND collectors is unjustified.

Dictated to the Confidential Assistant, transcribed by her revised, corrected and passed by me on the 13th day of March, 2006.

K. BALASUBRAMANIAN, Presiding Officer

APPENDIX

Witnesses examined on the side of the Management :—

MW 1 : R. P. Raveendran, S/o Damodaran.

MW 2 : P. N. Gopalakrishna Pillai, S/o Narayana Panicker.

Witnesses examined on the side of the Union :—

WW 1 : Viswanathan, S/o Sankaran Pillai.

WW 2 : Kunhimuhammad, S/o Alavi.

Documents marked on the side of the Management :—

Ext. M1 : Receipt No. 166093 of South Malabar Gramin Bank.

Ext. M2 : South Malabar Gramin Bank Nithya Nidhi Collection sheet.

Documents marked on the side of the Union :—

Ext. W1 : True copy of Leaflet issued by the Management (Series) Establishment.

Ext. W2 : -do- the Circular issued by the Management establishment in the year 1976.

Ext. W3 : True attested photostat copy of the Identity Card issued to Sri P. Viswanathan on 21-8-1978 by the Branch Manager, S. M. G. B. Chulliyode Branch.

Ext. W4 : True copy of Regional Rural Bank proceedings of the management bank.

Ext. W5 : True attested photocopy of the RD/NND application-cum-specimen signature card.

Ext. W6 : NND Application cum Speciman signature card.

Ext. W7 : True copy of agreement dt. 16-7-1977 executed between Sreedharan T. K. and South Malabar Gramin Bank, Karuvarakundu.

Ext. W8 : -do- of Circular No. 79/77 dt. 1-8-1977 of the Management.

Ext. W9 : -do- -do- 106/77 dt. 8-11-1977 -do-

Ext. W10 : -do- -do- 19/78 dt. 13-2-1978 -do-

Ext. W11 : -do- -do- 48/78 dt. 3-5-1978 -do-

Ext. W12 : -do- -do- 59/78 dt. 8-7-1978 -do-

Ext. W13 : Letter No. AM(ML)ORO/CHOD/325/89-90 dt. 6-7-1989 issued to Mr. Viswanathan by the Area Manager, SMGB, Malappuram.

Ext. W14 : Letter No. 9 SMGB. EF. 4315/88 & D dt. 21-12-1988 issued to P. Viswanathan, Chulliyode Branch by the Senior Manager, SMGB, Malappuram.

Ext. W15 : True attested Photocopy of the Award of the Industrial Tribunal, Hyderabad in I.D. No. 14/80.

Ext. W16 : True copy of Appointment Order No. RM. D. 3/3197 dt. 2-12-83 issued by the Management of Bank of Baroda.

Ext. W17 : -do- the Circular No. 46/78 dt. 29-4-78 of the management.

Ext. W18 : -do- -do- 11/79 dt. 21-2-79 -do-

Ext. W19 : True copy of Circular No. 28/79 dt. 27-3-79 of the Management.

Ext. W20 : -do- 49/79 dt. 18-6-79 -do-

Ext. W21 : -do- 16th Annual Report 91-92 of South Malabar Gramin Bank.

Ext. W22 : -do- of letter No. 9 SMGB. 0095. 92-93 IR. dt. 8-6-92 issued by the Senior Manager, SMGB to the General Secretary, SMGB.

Ext. W23 : -do- the letter No. 9/SMGB/610/92-93/IN dt. 25-11-1992 issued to Mr. P. Velayudhan by the Management.

Ext. W24 : -do- -do- No. 9/SMGB. 664/92-93 IR dt. 14-12-92 issued by the Manager to the General Secretary, South Malabar Gramin Bank.

Ext. W25 : -do- -do- 719/92-93/IN/dt. 22-12-1992 issued to Mr. Kunhu Mohammed, Gl. Secretary, SMGB by the General Manager.

Ext. W26 : -do- -do- 266/92-93 dt. 28-1-93 issued to Sri Kunhu Mohammed, Gl. Secretary, SMGB by the Sr. Manager, SMGB.

- Ext. W27 : N. N. D. Pass Book No. 2448 issued to P. Abbas, by the Manager, Chulliyode Branch.
- Ext. W28 : Notice No. 9/SMGB/NND/1186/91-92/IR dt. 27-8-1991 issued to Sri P. Damodaran by the Management (True copy).
- Ext. W29 : True copy of Memorandum of settlement dt. 21-10-1991 between the Management of Bank of India and their workmen represented by Federation of Bank of India staff union.
- Ext. W30 : -do- of termination order issued to Mr. A. K. Chinnan dt. 27-12-1985 by SMGB, Velam Branch.
- Ext. W31 : -do- Letter No. SMGB. NND. 104488 IR dt. 30-9-1988 issued to M. K. Alavi by the Management.
- Ext. W32 : -do- Circular No. 98/91-92 dt. 15-1-92.
- Ext. W33 : -do- Form No. 16A under the Income Tax Act.
- Ext. W34 : -do- Letter No. CWLRB. 343295 SUG. 90 dt. 10-2-90 issued by the General Manager, SMGB.
- Ext. W35 : -do- Circular No. 105/90-91 dt. 5-2-91 issued by the Management.
- Ext. W36 : -do- -do- M33/90-91 dt. 20-7-90 issued by -do-.
- Ext. W37 : -do- -do- 51/79 dt. 3-7-79 of the Management.
- Ext. W38 : -do- Letter No. 141. DM: 4755, 90-91 P & D dt. 9-10-1990 issued to Sri P. Kunhu Mohammed, NND Agent, Kizhissery Branch, by the General Manager, SMGB.
- Ext. W39 : Letter dt. 7-6-79 issued by the Management to Sri P. P. Moideenkunhi.
- Ext. W40 : Letter dt. 22-5-1979 -do- to one P. P. Moideenkunhi.
- Ext. W41 : Copy of the Letter No. 11/SMGB/A dt. 22-8-1996.
- Ext. W42 : -do-

नई दिल्ली, 4 अप्रैल, 2006

का. आ. 1636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नारदन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या आई डी-36/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/192/2002-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 4th April, 2006

S.O. 1636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-36/2004) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 3-4-2006.

[No. L-41012/192/2002-IR (B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Shrikant Shukla, Presiding Officer

L. D. No. 36/2004

Ref. No. L-41012/192/2002-IR (B-I) Dt. 15-3-2004

BETWEEN:

The Divisional Organization Secretary,
Uttar Railway Karamchari Union,
283/63, Kha Ganhi Kanora (Premwati Ngr.),
P. O. Mannak Nagar, Lucknow-226001

AND

The Divisional Personnel Officer,
Northern Railway,
Hazratganj,
Lucknow.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute No. L-41012/192/02-IR(B-I) dated 15-3-2004 for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow;

"क्या प्रबन्धक उत्तर रेलवे, लखनऊ द्वारा श्री गुना ओरांव पुत्र श्री लख्खी ओरांव को पत्र सं. 807 E/SCT/स्क्रीनिंग/प्रोग्राम/89

दि. 24-4-97 के द्वारा इलेक्ट्रिक खलासी के पद पर चयन करके उसे काल मैन के पद पर नियुक्त कर दिया जाना न्यायोचित तथा न्याय संगत है ? यदि नहीं, तो कर्मकार किस अनुतोष का अधिकारी है ?”

The trade union's case in brief is that worker Guna Oraon S/o Sri Lakhi Oraon was screened vide screening letter No. 807 E/SCT/Crash Programme/92-93 dt. 7-1-94 and his name was at sl. no. 20 and was empanelled for the post of Electric Khalasi. After declaration of the result the worker was called to join on the class IV post category vide letter No. 220 E/SCT/Crash Programme/Chyan/92 dt. 5-3-97. Worker was declared medically fit. The management of the railway violating the empanelment posted him on the post of Call Man. This resulted in loss of seniority and promotion and is violation of railway rules. It is also pointed out that the Railway Board has imposed restrictions in the change of category. Worker also represented to the railway administration but the same is still pending.

The worker has filed photocopies of the following documents :

1. Letter of Divn. Office, Lucknow No. 807 E/ST/Crash Programme/92-93 dt. 7-1-94 regarding formation of panel of Group D.
2. Copy of empanelment on the post of Electric Khalasi paper no. 6/2, 6/3.
3. Call letter dt. 5-3-97 paper no. 6/4.
4. Appointment letter dt. 24-4-97 paper no. 6/5.
5. Representation of the worker dt. 8-10-98 proposed changing category, paper no. 6/6.
6. Letter of the worker addressed to DRM, Lucknow for the change of category dt. 10-11-99, paper no. 6/7.
7. Letter of the worker addressed to DRM, Lucknow dt. 30-1-2000, paper no. 6/8.
8. Representation of the worker of change of category dt. 21-1-2002, paper no. 6/9, alongwith postal receipt.

Opposite party has filed written statement. The management of the railways has termed the reference as illegal and beyond the purview of the Industrial Disputes Act and also requested the same deserves to be struck down. The contents of the statement of claim have been termed to be absolutely wrong and incorrect. It has been submitted that there has been shortfall in the appointment of Scheduled Tribes candidate in class IV category of the employees in the department of the management, hence in order to fulfil the aforesaid shortfall the applications were invited for the post of Class IV category employees from Scheduled Tribes candidates, the workman was not called for the appointment or empanelment for the posts of Electric

Khalasi. The workman was called for the appointment in class IV category through its letter dt. 5-3-97 wherein it was specifically stated that the workman's position is at Sl. No. 20 and the management nowhere and in any of its letter stated that the workman has been declared to be successful for the post of Electric Khalasi, hence the allegations that the claimant was called for the appointment on the post of Electric Khalasi are absolutely false and incorrect. The workman was informed to appear in person within 15 days alongwith the required testimonials relating to qualification and Caste certificate etc. and worker was referred for medical examination as a candidate for appointment as call man and on medical examination workman was found fit in B-I and below. It is submitted that there has been no existing vacancy for the post of Electric Khalasi at the relevant time and date and it would not be out of place to state here that workman himself given his option for the appointment on the post of call man through his letter dt. 20-3-97 duly signed by the workman himself, hence the claimant cannot claim his appointment for the post of Electric Khalasi and even no change of category can be made by the management. The workman was accordingly appointed as call man under SSE (Loco) Lucknow against the existing vacancy as also the workman had experience of working as messenger as he was also enrolled for the post of messenger against any vacancy in respect thereof with the Awar Pradeshik Niyojanalaya, Ranchi. This is also pointed out that the worker had the experience as messenger and he was registered in the Employment Exchange as messenger only. It is further submitted that there is ban on the change of category and this is in the knowledge of workman and there no question arises for representation in respect thereof as also the workman did not submit any application to the management, accordingly workman is not entitled to any relief.

Workman has filed rejoinder wherein he has denied for giving any option and reiterated the contents of the statement of claim stating very clearly that the reference is maintainable.

Opposite party has filed photocopies of the following documents :

1. Offer of appointment dt. 24-4-97 paper no. 13/2 and 13/3.
2. Application of the worker was his willingness to work as call man dt. 20-3-97 paper no. 13/4.
3. Certificate of Experience of Rashmi Printing Press regarding employment of the worker as messenger.
4. Employment Exchange Registration.

The worker has examined himself who has been cross-examined by the representative of the opposite party.

Opposite party has examined Sri D. R. Wadhvani who has been cross-examined the representative of the worker.

Parties have filed their written arguments.

This is admitted fact that paper no. 13/3 and 13/4 is in the willingness of the worker. This is also admitted fact that paper no. 13/4 is written in the handwriting of the worker. It is also admitted fact that paper no. 13/5 experience certificate was filed by him in the department. It is also admitted by the worker that he himself was enrolled in Employment Exchange and he himself filed paper no. 13/6 in railways and he was enrolled as messenger.

The worker has admitted in the cross-examination that applications were not invited for Electric Khalasi instead the names were called for appointment on the post of class IV employees. It is also admitted that Call Man is a Class IV post.

It is not disputed that worker was empaneled on the post of Electric Khalasi and his name is found at serial no. 20. It is also not disputed that the workman gave in writing to the DRM, Lucknow that he wants to work as call man. It is also admitted that the applications were called for appointment on class IV category and not on the post of Electric Khalasi. It is also made out from the evidence that the worker was empaneled for the post of Electric Khalasi as he was matric besides certificate in ITI, electric. It was worker's own choice that he wanted to be appointed as call man. The opposite party's witness has admitted that it was proposed to appoint him on the post of Electric Khalasi but he could not be appointed on the said post since there was no vacancy of Electric Khalasi.

In the circumstances aforesaid representative of the worker has been asked as to where is miscarriage of the justice. He has stated that had worker been an Electric Khalasi he would have better avenues for his promotion as Basant Kankal whose name is at sl. no. 4 has been promoted as SBA III. He has failed to point out whether any person whose name have been empaneled at sl. no. 21 to 36 have been appointed as Electric Khalasi to this he could not give any satisfactory reply. He has been further question as to whether anyone name at sl. no. 20 to 38 have been promoted, the representative of the worker could not give satisfactory reply.

It is no doubt that Asstt. Personal Officer Sri D. R. Wadhvani has neglected to appear in the court alongwith file of crash programme recruitment of Scheduled Tribe and he was also directed to come prepared to inform the

court about promotional channel but he neglect the instructions of the court. But in the circumstances of the case once worker himself has not to proved that there is any miscarriage of justice in the appointment as call man, therefore the case could be disposed of even without the assistance of Asstt. Personal Officer.

It is clear that the worker was empaneled for the post of Electric Khalasi but he himself opted to be appointed as call man therefore there is no illegality on the part of the opposite party. The worker is stopped from challenging his appointment as call man. The issue is therefore answered against the workman in favour of the management. The workman is not entitled for any relief. The representative of the opposite party has not been able to put forth any convincing argument that reference order is bad and government has no power to refer such dispute for adjudication. I also do not agree with the worker that he did not exercise his option for his appointment as call man.

In the nutshell my award is that the management action in appointing the worker as call man is not illegal or unjustified, though the workman was selected for empanelment as Electric Khalasi.

Lucknow

30-3-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2006

का. आ. 1637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 184/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-04-2006 को प्राप्त हुआ था।

[सं. एल-12012/31/2000-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th April, 2006

S.O. 1637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 184/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 03-04-2006.

[No. L-12012/31/2000-IR (B. II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD****In the matter of a reference U/S. 10(1)(d)(2A) of I. D. Act****Reference No. 184 of 2000****PARTIES :**

Employers in relation to the management of Punjab and Sind Bank.

AND

Their workmen

PRESENT :

Shri Sarju Prasad, Presiding Officer

APPEARANCES :**For the Employers** : None.**For the Workmen** : Shri D. K. Verma, Advocate.**State** : Jharkhand.**Industry** : Bank

Dated, the 27th March, 2006

AWARD

By Order No. L-12012/31/2000/IR (B-II) dated 29-6-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Punjab and Sind Bank, Daltonganj in terminating the services of Shri Laxman Ram, Peon at Daltonganj Branch w.e.f. 1-4-1987 was justified and whether repeated termination of the service of the workman on various dates from 1979 to 1987 amounts to unfair labour practice ? If so, what relief is the workman is entitled ?”

2. The case of the concerned workman, Laxman Ram is that he started working as Peon at Daltonganj Branch of Punjab and Sind Bank from the year 1979 regularly and worked there upto 1987. But during the period the management in order to deprive him from his legitimate right used to keep certain break between the period of employment. However, in the year 1986-87 he had worked continuously for 304 days in a calendar year and he has completed 240 days employment in a calendar year. But the management all on a sudden terminated his service without assigning any reason and without complying with the provision of Sec. 25-F of the I. D. Act.

3. The management has filed a written statement in which it is admitted that the concerned workman was engaged as Peon in Daltonganj Branch of the Bank from the year 1979. But according to the management, after 2-5-85 he was not engaged by the Bank and this dispute has been referred after lapse of 14 years, therefore, the

concerned workman is not entitled to any relief and furthermore, since the dispute has not been sponsored by a recognised union of the Bank the same is not an ‘industrial dispute’ and have made prayer to pass an award in favour of the management.

4. Although the management in its written statement has denied that the concerned workman has not completed 240 days of employment in any calendar year, but it appears that the concerned workman has adduced his evidence ascertaining that he has worked for more than 240 days in a calendar year and in the year 1986-87 his attendance was for 304 days. The concerned workman has also filed a letter sent by the Branch Manager of the Bank to its Regional Manager at Calcutta (Ext. W-1) in which it has been mentioned that the concerned workman is working as Peon and therefore his service may be regularised. Besides that the concerned workman has filed letter of Punjab and Sind Bank Employees’ Union (Ext. W-2) by which request has been made to regularise the concerned workman alongwith some other casual/temporary workers working as Peon in different branches of the Bank in the State of Bihar. But the management has not come to refute the assertion of the concerned workman. Moreover, the concerned workman by filing an application before this Tribunal has called for the attendance register and wage-sheets etc. from the Bank in order to prove that the concerned workman has been in employment for more than 240 days, but the management has not produced the same nor has given any explanation for not filing the same. Therefore, an adverse inference will have to be drawn against the management.

5. From the materials on record it appears that the concerned workman has completed his attendance for more than 240 days in a calendar year before his service was terminated without compliance of Sec. 25-F of the I. D. Act. Therefore, the action of the management in terminating the service of the concerned workman is illegal and the concerned workman is entitled for reinstatement. Since the dispute has been raised after long lapse of time, the concerned workman shall not be entitled to any back wages.

6. Accordingly, following award is rendered :—

The action of the management in terminating the service of Laxman Ram is not justified and the concerned workman is entitled for reinstatement in service. The action of the management in repeated termination of service of the concerned workman also amounts to unfair labour practice. The management is directed to reinstate the concerned workman, but without back wages and regularise him as permanent Peon in due course as and when there is vacancy of permanent Peon within 30 days from the date of publication of the award. In case the management fails to implement the award within 30 days from the date of publication of the award the concerned workman shall be entitled for wages as prescribed that of a peon on initial appointment from the expiry of 30 days thereafter.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2006

का. आ. 1638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 114/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2006 को प्राप्त हुआ था।

[सं. एल-24012/151/85 डी-IV (बी)/आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 4th April, 2006

S.O. 1638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/89) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 3-4-2006.

[No. L-24012/151/85-D. IV (B)/IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act.

Reference No. 114 of 1989

PARTIES:

Employers in relation to the management of Rajhara Colliery of Central Coalfields Ltd.

AND

Their workmen

PRESENT:

Shri Sarju Prasad, Presiding Officer

APPEARANCES

For the Employers : Shri D.K. Verma, Advocate

For the Workmen : Shri D. Mukherjee, Advocate

State : Jharkhand. Industry : Coal

Dated the 16th March, 2006

AWARD

By Order No. L-24012/151/85-D.IV(B)/IR(Coal-I) dated 15-9-1989 the Central Government in the Ministry of

Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Rajhara Colliery of M/s. Central Coalfields Ltd. in denying regularisation to Shri Banwari Ram and 102 others shown in the Annexure employed through a contractor on Shale Picking and Wagon Picking jobs is justified ? If not, to what relief are the workmen concerned entitled to ?”

“By Ministry's corrigendum dated 30-5-90 the names shown in the appendix to this reference be added below as Sl. No. 103 of the annexure.”

2. The case of the sponsoring union is that Banwari Ram and 102 persons whose names find place in the schedule to the term of reference dated 15-9-89 are working in permanent nature of job of shale picking and wagon picking from the year 1982 at the Railway Siding of Rajhara Colliery belonging to M/s. C.C. Ltd. but their payment of wages is being shown through some intermediary in order to deprive them the benefit of wages as per NCWA. According to them, their work was being supervised by the Loading Clerk of the management of Rajhara colliery. Further according to them, their attendance in each of the calendar year is for more than 240 days. Since they are continuously working in the job of shale picking they approached the management to regularise them as permanent employee of M/s. C. C. Ltd. and payment of wages as per recommendation of NCWA, but the management did not pay any heed, so the present dispute was raised.

3. The case of the management, on the other hand, is that the present reference is not maintainable because the sponsoring union, namely, Hind Mazdoor Kisan Panchayat, is not recognised union and it has got no following in Rajhara colliery. Further, according to them, the shale picking job is not prohibited category of job, therefore, the management used to engage contractor for very brief period for shale picking as well as for execution of civil nature of job. According to the management, none of the concerned persons are the employees of the management of Rajhara colliery. According to them, some of the concerned persons have worked for a very brief period under contractor. However, management has not submitted the list of workers who had worked under the contractor nor has mentioned the period for which they have worked there. According to the management, since there is no relationship of employer and employees between the management and the concerned persons the present reference is bad in law and the present dispute is not an industrial dispute within the meaning of Sec. 2(k) of the I.D. Act and the concerned persons are not entitled to any relief.

4. Although the management has denied that the concerned persons had worked as shale picker in Rajhara colliery but the own witness of the management, namely, MW-1—Pandey Suresh Kumar Sinha has admitted that he cannot say if the concerned persons were doing the job of shale picking and wagon picking from the years 1982 to 1985. Furthermore, MW-2—Sailendra Kumar Sinha has admitted that the Labour Enforcement Officer had visited Rajhara colliery on 10-8-85 and had sent two notices to the management for production of certain registers. The sponsoring union has called for the records from the office of A.L.C. (C) from which it appears that on 10-8-85 the Labour Enforcement Officer had inspected the Railway siding of the Rajhara colliery and found there were working 57 of the concerned persons under a Contractor, Surat Pandey in the job of shale picking, but the contractor has not maintained required registers nor he had obtained any valid licence under Contract Labour (Regulation & Abolition) Act. Besides that one of the concerned workmen, WW-1 has stated that the concerned persons had been working in the job of shale picking in Rajhara colliery Railway Siding since 1982 and their attendance was more than 240 days in a calendar year. The sponsoring union has filed an application for giving direction to the management of Rajhara colliery to produce the Attendance Register in Form 'E' for the workers who are engaged in the job of shale picking and wagon picking, but the management has not filed any such registers. The management has not even filed any paper to show that the management has registered itself as Principal employer as required under the provision of Contract Labour (Regulation & Abolition) Act nor they have filed any licence of the contractor as required under the provision of Contract Labour (Regulation & Abolition) Act. The management has filed some bills which have been marked Ext. M-1 series of the contractor, but the management has not filed any paper relating to tender, agreement between the contractor and the management, muster-roll of the contractor and wage-sheets by which payment of wages have been made to the contractor's labourers. As per the provision of Contract Labour (Regulation & Abolition) Act the Principal employer i.e. the management of Rajhara colliery was duty bound to supervise the payment of wages to the contractor's labourers. The management was also duty bound to maintain muster-roll and fix a place for payment of wages to the contractor's labourers. Although a direction was given by this Tribunal to file all such registers, but the management has not filed any register to show for how many days a contractor's worker has worked in what nature of job. Therefore, an adverse inference will have to be drawn against the management and it must be presumed that the management has not filed such registers because the production of the same would have gone against the pleading of the management. However, the sponsoring union has been able to file only Attendance Register from 1-1-85 to 4-8-85 from which it appears that all the 103

persons had been working in the job of shale picking regularly.

5. The management's witness No. 2 has admitted that production of coal in Rajhara colliery is done by solid blasting method and the coal so produced contain stone and other impurities and therefore there is need of shale pickers in order to remove all such impurities from the coal before the coal is loaded and de-loaded in Railway wagons. Thus, according to own admission of MW-2 it is amply proved that the work of shale picking is of permanent and perennial in nature. In NCWA also shale pickers have been designated as time-rated worker in Category-I. Therefore, I find that the job of shale pickers is very essential and is of permanent and perennial nature without which the impurities from the coal cannot be removed. It appears that the management in order to deprive the workers from their legal wages as prescribed in NCWA has adopted paper arrangement regarding engagement of contractor which is nothing but a camouflage to the real issue.

6. From the materials on record and discussions made above, I find that the concerned persons were continuously working from the year 1982 to 1985 as shale pickers which is a job of permanent and perennial nature. Therefore, the management of Rajhara colliery should have regularised all the concerned persons as permanent employees of the colliery and the intermediary should have been removed, but by not doing so, the management rather exploited the concerned persons by making payment of less wages. Therefore, I find that the concerned persons whose names find place in the reference order dated 15-9-89 are entitled for regularisation as permanent employees of the management.

7. Before parting with I find that a corrigendum dated 30-5-90 was received in which the names of further 32 persons have been added. I find that on their behalf no claim has been put forward by filing written statement or by adducing evidence. Therefore, I find that there is no materials to hold that the concerned persons whose names find place to Sl. Nos. 104 to 136 in corrigendum dated 30-5-90 were doing the job of shale picking, these persons i.e. from Sl. Nos. 104 to 136 are not entitled to any relief.

8. In the result, I render following award :

The action of the management of Rajhara colliery of M/s. C.C. Ltd. in denying regularisation of Banwari Ram and 102 others shown in annexure to the reference order dated 15-9-89 is not justified and they are entitled for regularisation and payment of wages as per NCWA and they are entitled for wages of Category-I Mazdoor as prescribed in N.C.W.A. The management is directed to reinstate them in employment and thereafter regularise them in Category-I Mazdoor within 30 days from the date of publication of the award, failing which they shall be entitled for wages as prescribed in N.C.W.A. However, they will not be paid any back wages.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, नई दिल्ली के पंचाट (संदर्भ संख्या 59/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2006 को प्राप्त हुआ था।

[सं. एल-12012/65/93-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th April, 2006

S.O. 1639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 59/93) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 4-4-2006.

[No. L-12012/65/93-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 59/93

In the matter of Dispute between :

Shri G.L. Mehta,
Represented by General Secretary,
Allahabad Bank Employees Union,
Through Allahabad Bank,
17, Sansad Marg, New Delhi. ... Workman

Versus

The Assistant General Manager,
Allahabad Bank,
13/14, Arya Samaj Road,
Karol Bagh,
New Delhi-110005. ... Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/65/93-IR(B II) dated 1-9-93 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the Assistant General Manager, Allahabad Bank is justified in punishing Shri G.L. Mehta by stopping one future annual increment, if not, to what relief the workman is entitled to ?”

2. Brief facts of this case as culled from record are that Shri G.L. Mehta the employee was the member of the Allahabad Bank Employees registered and recognised Union which has preferred the present claim through the Assistant General Manager. It is claimed that Assistant General Manager issued charge sheet dated 9-5-1989 to G.L. Mehta on false and fabricated charges. The employee Mr. G.L. Mehta denied the charges as baseless and unfounded vide reply dated 29-5-89. An enquiry was constituted and Shri H.L. Baweja was appointed as Enquiry Officer. Enquiry was conducted against him in violation of principle of natural justice. It was only formality. The enquiry has been challenged on the following grounds :

1. The Enquiry Officer allowed the presenting officer to give his prepared statement in writing.
2. Preliminary Investigation report was neither placed on the record of the enquiry proceedings nor the copy thereof was provided to the charged employee in spite of his specific request during the course of enquiry proceedings.
3. During the course of enquiry proceedings, the charged employee requested the enquiry officer to send an impugned packet for proper identification/examination to the Forensic Science Laboratory and the enquiry officer as ordered by him.
4. The Enquiry Officer behaved like rubber stamp of disciplinary authority and disciplinary authority had acted upon under the instructions of the disciplinary authority.
5. The material witness was not examined during the enquiry proceedings. The representative of M/s. Vikas Motors who had deposited the cash was not examined during the course of enquiry proceedings.
6. The findings of the enquiry officer are totally perverse as the same are not based on either oral or documentary evidence.
7. The enquiry officer failed to appreciate the material contradictions of the statement of the management's witnesses and therefore, liable to be rejected on this ground alone amongst other grounds.
8. The enquiry officer merely relied upon the written brief submitted by the presenting officer which was neither based on documentary evidence nor based on the deposition of the witnesses. The enquiry officer did not consider the written brief submitted by the charged employee which was fully supported by the

witnesses examined on behalf of the management and as well as based on the documentary evidence.

9. No complaint was lodged with the police with a view to victimise the employee for the reasons that the management wanted to protect the Manager of the Branch who even refused to receive a letter from the employee concerned making request to lodge FIR with the police.

10. The disciplinary authority passed an order regarding stoppage of one increment though he himself was convinced that implicating the charged employee alone ventilates prejudice of the management against him. The order of the disciplinary authority with regard to stoppage of one increment is illegal and unjustified in view of the above averments which is sought to be set aside and a request for awarding adequate compensation to the charged employee is made as he has suffered mental agony.

3. Case has been contested by filing written statement wherein contents of paras 1 and 2 are admitted to the extent that the aforesaid employee was the member of the recognised union who has preferred the claim and that the charge sheet was issued to him as stated above. It is, however, denied that the charge sheet was false and fabricated. It is stated that the enquiry officer has found the charges levelled against G.L. Mehta employee as proved. It is admitted that Mr. Mehta vide his reply dated 29-5-89 denied the charges against him. It is further stated that after G.L. Mehta denied the charge an enquiry was ordered to be conducted and G.L. Mehta was ordered to be contacted by disciplinary authority and H.L. Baweja was appointed as enquiry officer. Other contents are denied. It is denied that the enquiry was conducted with a view to victimize the employee concerned. Contents of para 6 are denied. It is not denied that the Presenting Officer gave the prepared statement in writing. It is further stated that no report as preliminary investigation report was relied upon by the management in the departmental enquiry in proving the charges hence the allegation in not placing that before the Enquiry Officer is irrelevant.

4. The allegation that the impugned packet was not sent to Central Forensic Science Laboratory for identification is irrelevant and has no force. Contents of sub-para are incorrect and denied. It is further stated that the findings submitted by the Enquiry Officer are a subject matter of record. Contents of paras 5, 6 and 7, 8 of the claim statement are also wrong and denied as stereotype. It is further stated that the findings of Enquiry Officer based on appropriate evaluation and proper assesment of the entire evidence brought on record of the enquiry proceedings. It is further stated that the findings of the enquiry officer are

need to be looked into in the context of the evidence of record and not absolutely on what has been argued by the contesting parties and as such the conclusion arrived at by the enquiry officer are correct and allegations to the contrary are wrong and not supported by any evidence on record. Contents of para 9 of the claim statement are misconceived and denied. The allegation is baseless and deliberate. Contents of para 10 of the claim statement are misconceived. A reference to the order of disciplinary authority is made. Contents of para 11 of the claim are also wrong and denied. The charge sheet dated 19-5-89 has been issued to Shri G.L. Mehta under para 19.5(J) of Bipartite Settlement which has been classified as major misconduct under Bipartite Settlement. Para 19.5(J) of Bipartite Settlement dated 19-10-66 provides as under :

“Doing any act prejudicial to the interest of the Bank.”

5. It is further stated that on conclusion of the departmental enquiry proceedings the charges framed in the said charge sheet have been held proved by the Enquiry Officer and Disciplinary Authority while agreeing with the findings submitted by the Enquiry Officer inflicted the punishment of one future increment under para 19.6(d), of the Bipartite Settlement vide order dated 4-5-90.

6. On merits it is stated that the service conditions of the bank employees are covered by the industrywise Awards/Bipartite Settlement which are not reproduced for the sake of brevity. He has been inflicted after taking into consideration the entire facts of the case.

7. Written statement was followed by rejoinder wherein the contents of the claim statement were reiterated to be correct and controverted pleas and averments made in the written statement were denied.

8. Thereafter out of pleadings following issues were framed :

1. Whether the domestic enquiry conducted against the workman is fair and proper ?
2. As in the terms of reference ?

9. After framing of issues the case was fixed for filing of the management affidavit on 2-5-96. On 2-5-96 none for management appeared and management was proceeded against ex parte and case was adjourned to 9-7-96 for filing workman affidavit. And evidence of the workman was recorded on 22-9-96 and workman closed his evidence on 22-9-96. Thereafter on 26-9-96 workman filed written arguments and copy of the application for setting aside ex parte order supplied to the workman and case was adjourned to for filing reply of the management application which was filed on 4-11-96 and was adjourned to 26-11-96 for arguments on management application. The management application for setting aside ex parte order was dismissed on 26-11-96 as there was no ground to interfere with the impugned order.

10. The management was afforded several opportunities to adduce evidence but was ultimately proceeded ex parte on 3-3-95. The ex parte order was set aside vide order dated 11-7-95 and thereafter also none appeared and management was again proceeded ex parte and the case was posted for arguments by my learned predecessor and continued to be posted for arguments on various hearings by Shri Ganpati Sharma the then P.O. Case again posted for arguments by my learned predecessor Shri K.S. Srivastava and then by Shri Redresh Kumar, and Shri B.N. Pandey and ultimately arguments were addressed before me by the A/R workman.

11. I have given my thoughtful consideration to the arguments addressed by authorised representative of the workman and perused the record and statement of the workman. My findings on the issues are as under :

"Mr. G.L. Mehta has contended that the enquiry conducted against him was false and was not conducted in accordance with the principles of natural justice and that the enquiry report is not correct and that he was not allowed to cross-examine the witnesses. None appeared on behalf of the management to address arguments. I have perused the record including the enquiry report. The Enquiry Officer examined as many as four of five witnesses namely B. Chatterjee, Presenting Officer, Z.O. New Delhi, MW1, MW2 Shri Bal Mukand Manager, Rajouri Garden Branch, MW3 Rajinder Lal, CCC, Rajouri Garden Branch, MW4 Shri Kamal Singh, Cashier, Currency Chest, Parliament Street, New Delhi, MW5 Shri Devinder Kumar Chopra Teller, Rajouri Garden Branch and on the analysis of the evidence and documents produced before him the enquiry officer came to the conclusion that the workman charge sheeted employee may not be found guilty of misappropriation of the amount of Rs. 9800 but his responsibility cannot be avoided." The enquiry officer concluded that the charge against the charge sheeted employee/workman stood proved and he inflicted the punishment of stoppage of one future increment. From the conclusions arrived at by the enquiry officer it is apparent that the charge of misappropriation of Rs. 9800 which was levelled against the charge sheeted employee was not proved. Besides this there is no material on record to show that the charge sheeted employees was given opportunity to cross-examine the witness mentioned above produced during enquiry which is in violation of principles of natural justice as claimed by the claimant.

12. I am of the opinion that the charge of misappropriation against the claimant was not proved and the enquiry conducted by the enquiry officer is not fair and proper because the workman was not afforded opportunity to cross examine the witnesses. In view of the

above I further opined that punishing Shri G.L. Mehta of stoppage of one increment is not proper and the action of the management in punishing Shri G.L. Mehta is not justified. Award is passed accordingly. File be consigned to record room.

Date: 16-03-2006

S.S. BAL, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 199/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-40012/104/2000-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 199/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 05-04-2006.

[No. L-40012/104/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I.D. No. 199/2000

Shri Balbir Singh C/o Sh. N.K. Jeet,
President, Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road, Bhatinda (Pb) ... Applicant

Versus

The General Manager,
Deptt. of Telecom,
Hoshiyarpur (Punjab) 152001 ... Respondent

APPEARANCES

For the Workman : Shri Rajnish Rana

For the Management : Ms. Deepali Puri

AWARD**Passed on 21-3-2006**

The Central Government vide notification No. L-40012/104/2000/IR (DU) dated 30-05-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the mangement of General Manager, Telecom, Hoshiyarpur in ordering disengagement/termination of services of Sh. Balbir Singh a workman engaged through Contract Sh. Ashok Kumar Sharma w.e.f. Dec. 97 is legal and justified ? If not to what relief the workman is entitled and from which date ?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri Rajnish Rana withdraw the present reference vide his statement recorded on 20-3-06. In view of the same the present reference is returned as withdrawn in Lok Adalat Central Govt. be informed file be consigned to record.

Chandigarh
21-3-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 219/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-40012/21/2000 आई आर (डी.यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 219/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 05-04-2006.

[No. L-40012/21/2000-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case I.D. No. 219/2000

Miss Jasbir Kaur C/o Sh. N.K. Jeet,
President, Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road, Bhatinda (Pb) ... Applicant

Versus

The General Manager,
Deptt. of Telecom,
Hoshiyarpur (Punjab) 152001 ... Respondent

APPEARANCES

For the Workman : Shri Rajnish Rana
For the Management : Ms. Deepali Puri

AWARD**Passed on 21-3-2006**

The Central Government vide Notification No. L-40012/21/2000/IR (DU) dated 30-05-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Hoshiyarpur (Pb.) in ordering disengagement/termination of services of Miss Jasbir Kaur a workman engaged through Contractor Sh. Ashok Kumar Sharma w.e.f. 2-5-99 is legal and justified ? If not to what relief the workman is entitled and from which date ?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri Rajnish Rana withdraw the present reference vide his statement recorded on 20-3-06. In view of the same the present reference is returned as withdrawn in Lok Adalat Central Govt. be informed file be consigned to record.

Chandigarh
21-3-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 307/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-40012/150/2001-आई आर (डी यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 307/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 5-4-2006.

[No. L-40012/150/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 307/2001

Shri Avtar Singh C/o Sh. N. K. Jeet,
27349, Lal Singh Basti Road, Bhatinda (Pb.)Applicant

Versus

The General Manager, Telecom,
Jalandhar, (Punjab) 144001Respondent

APPEARANCES

For the workman : Shri Rajnish Rana
For the management : Shri Anish Babbar

AWARD

Passed on 21-3-2006

Central Govt. vide Notification No. L-40012/150/2001/IR (DU) dated 9-10-2001 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Jalandhar in terminating the services of Sh. Avtar Singh S/o Sh. Hari Ram is just and legal ? If not to what relief the workman is entitled and from which date ?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri Rajnish Rana withdraw the present reference vide his statement recorded on 20-3-06. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer
21-3-2006

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 49/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-40012/336/99-आई आर (डी यू)]

सुरेन्द्र सिंह, -डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 5-4-2006.

[No. L-40012/336/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 49/2000

Shri Rama Kant C/o Sh. N. K. Jeet, President,
Telecom Labour Union, Mohalla Hari Nagar,
Lal Singh Basti Road, Bhatinda (Pb.)Applicant

Versus

The General Manager, Telecom,
Bhatinda, (Punjab) 151001Respondent

APPEARANCES

For the workman : Shri Rajnish Rana
For the management : Shri Anish Babbar

AWARD

Passed on 21-3-2006

Central Govt. vide notification No. L-40012/336/99/IR (DU) dated 27-1-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bathinda in terminating the services of Sh. Rama Kant S/o Sh. Bindeshwar is legal and justified ? If not to what relief the workman is entitled and from which date ?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri Rajnish Rana withdraw

the present reference vide his statement recorded on 20-3-06. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer
21-3-2006

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एन. बी. सी. सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 131/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-42012/136/97-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 131/98) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. N.B.C.C. Limited and their workman, which was received by the Central Government on 5-4-2006.

[No. L-40012/136/97-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. LD. 131/98

Shri Rajiv Maini S/o Sh. Satyapal Maini,
H. No. 175, Meerpur Colony,
Pathankot (Pb.)-145001.Applicant

Versus

The Executive Director (Projects),
M/s. N.B.C.C. Ltd., House No. 452,
Sector 37/A, Chandigarh.Respondent

APPEARANCES

For the workman : Shri Rajnish Rana
For the management : Shri Anish Babbar

AWARD

Passed on 21-3-2006

Central Govt. vide notification No. L-42012/136/97/IR (DU) dated 3-07-1998 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of Executive Director (Projects) M/s. N.B.C.C., H. No. 452, Sector-37/A, Chandigarh in terminating the services of Sh. Rajiv Maini, legal and justified ? If not, to what relief the workman is entitled ?”

2. In the present case the authorised representative of the workman Shri G.S. Bal made a statement on 9-3-2006 that workman is not contacting me perhaps gainfully employed and he submitted that the case may be disposed of as he pleads no instructions. The rep. of the management also submitted that as the workman is not contacting his advocate perhaps employed somewhere gainfully, the present reference may be returned to the Central Govt. as disposed of. In view of the same, the present reference is returned as rep. of the workman pleads no instructions perhaps workman gainfully employed. Central Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer
21-3-2006

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 215/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-40011/6/99-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 215/99) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 5-4-2006.

[No. L-40011/6/99-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI****I.D. No. 215/1999**

R. N. Rai, Presiding Officer.

IN THE MATTER OF

The President,
Janvadi General Kamagar Union,
E-26, (Old Qtr), Raza Bazar,
Baba Kharak Singh Marg,
New Delhi-110001.

Versus

The Chief General Manager,
Deptt. of Telecommunications,
NTR, Kidwai Bhawan,
Janpath,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-40011/6/99 (IR (DU) Central Government dt. 27-10-1999 has referred the following point for adjudication.

The point runs as here as under :—

“Whether the action of the management of Chief General Manager (NTR), Department of Telecom in not giving pay scale of Rs. 800-1150 w.e.f. 1-1-86 and replacement scale of Rs. 2650-4000 w.e.f. 1-1-96 and corresponding allowances to Shri Pritam Singh and 29 others Malis (as per list enclosed) is legal and justified ? If not, to what relief the 30 Malis are entitled ?”

That the workman applicant has filed claim statement. In the claim statement it has been stated that the full particulars of the workmen are attached in Annexure-A with this application.

All the workmen referred to by the appropriate Govt. have been performing their duties as Mali and getting their wages as fixed by the Central Pay Commission for the Central Govt. employees.

That the above workman are given the pay scale of Fourth Commission in the grade of Rs. 750-940 from the dates of their engagement on temporary status and were also getting same wages with all facilities of the Central Government employees after regularization of their services and subsequently after the revision of pay scale as per recommendation of Fifth Pay Commission w.e.f. 1-1-96 in the grade of Rs. 2550-3200.

That the similarly placed workmen of CPWD were also getting the same pay scales before the Implementation of Arbitration Award.

That proper pay scales were not given by the Central Government to the CPWD workmen and an agreement was reached between the management of CPWD and its workmen through CPWD Mazdoor Union for recategorisation/reclassification of the work charged and regular classified staff of CPWD as per the duties and responsibilities performed by them.

That the Arbitrators had reclassified and re-categorised the work of Malis being an unskilled workman to the semi-skilled workman in the CPWD and similarly, the third pay commission wrongly classified the status of Mali working in the deptt. of telecom as unskilled workman so the status of Mali in the establishment of deptt. of telecom has to be changed at par with Malis of CPWD.

That Mali of the above management are performing more arduous duties as their counterparts in the CPWD are performing.

That the duties of Mali in CPWD were separated from the duties of senior Mali but in the Deptt. of telecom the Malis are performing the duties of Senior Mali and Mali both but they are given the pay scale of Central Govt. Pay Commission as referred to here in above in para 7.

That in the CPWD, the duties of Mali before the implementation of the Arbitration Award in the year 1988, the Mali in CPWD was classified as unskilled workman and Sr. Mali was classified as semi-skilled workman respectively but after the classification by the Arbitrators, the Mali was classified as semi-skilled workmen and Sr. Mali as skilled workmen.

That the duties of Mali in CPWD is digging, preparation of beds, cutting of grass, etc. whereas the duties of Sr. Malis are trimming and promotion of plants, moving of machines, methods of garden operation such as trenching, trimming, manuring etc.

That recruitment rules of Ministry of Works & Housing (now Ministry of Urban Development) for the post of Mali and Sr. Mali, Choudhary are enclosed and marked as Annexure-B with this application.

That the Mali under the above management are performing their duties as indicated in para 14 above and apart from this extra duty like decoration, maintenance of kitchen gardens, decoration work on New Year's Day and decoration for marriages, parties etc. and preparing about 10,000 flower pots etc. every year.

That these workmen are performing more arduous duties as compared to the Malis of CPWD.

That both the categories of workmen are 'industrial' workmen of Central Government and both were given pay scales as per recommendations of the Central Pay Commission for Central Govt. employees from time to time.

That Central Public Works Department, Government of India have accepted the Reclassification/Recategorisation of Mali as per Arbitration Award 1988 and the same was implemented by their O.M. No. 22/9/93. X dated 20-12-93, copy of which is enclosed and marked as Annexure-C.

That after the implementation of the said Arbitration Award, the pay scale of Mali was revised w.e.f. 1-1-73 on notional basis and the arrears of wages were also paid w.e.f. 1-4-1981 onwards and pay was revised in the pay scale of Rs. 800-1150 w.e.f. 1-1-1986.

That the workmen were discriminated in the payment of wages in the pay scale of Rs. 800-1150 w.e.f. 1-1-1986 from the date of their regularization and Rs. 2650-4000 w.e.f. 1-1-96 whereas the above management only paid wages in the pay scale of Rs. 750-940 w.e.f. 1-1-86 and Rs. 2550-3200 w.e.f. 1-1-96.

That as per the Industry-cum-Region, the workmen are entitled to the wages the pay scale of Rs. 800-1150 from the date of their regularisation and in the pay scale of Rs. 2650-4000 w.e.f. 1-1-96.

That the Hon'ble Supreme Court in its judgement in the matter of Randhir Singh Vs. Union of India has recognised the same pay scale in the same category working in different departments of the Government so the workmen office of the Chief General Manager (NTR) are also entitled to the same pay scale as their counterparts have been getting in the CPWD and both the departments are functioning directly under the control of Central Government [Reported in 1982 (42) FLR 299].

That as per the recent judgement of Hon'ble Supreme Court in the matter of MCD Vs. Ganesh Razak and other held that the workman can demand equal pay for equal work and the dispute can be adjudicated upon under section 10(1) of the Industrial Disputes Act, 1947.

That Mali of CPWD and Mali of Chief General Manager (NTR), Deptt. of Telecom are doing the work of Mali in the same locality but the Mali under the office of the Chief General Manager (NTR), Department of Telecom are not getting semi-skilled pay scale, benefits and status after the implementation of Arbitration Award dated 20-12-1993 with retrospective effect.

That there is no qualification prescribed for engagement of Mali on regular basis in CPWD and the age of initial employment has been kept as 18 to 30 years and in the case of SC/ST categories it has been fixed upto 35 years. Similarly, in the Deptt. of Telecom no qualification etc. has been prescribed for the employment of Mali.

That the mode of employment, age of employment, superannation and duty hours are same and similar in the case of Mali of CPWD and Mali of Deptt. of Telecom and these two sets of employees are doing the work of Mali

and similarly situated so there cannot be any disparity in the scale of pay scales etc.

That Ministry of Finance, Department of Expenditure, E-III Branch has even accepted that the Vth Pay Commission has recommended the pay scale for upgradation of the scale of Mali as a measure of uniformity of pay scale and designation of Horticulture staff in the Ministries/Department but the management in this case has not given the replacement scale of Rs. 2650-4000 w.e.f. 01-01-1996 as Mali of CPWD have been getting the wages as granted by the Arbitration Award 1988 of Rs. 800-1150 and replacement of this scale as Rs. 2650-4000 as granted by the Vth Pay Commission. Copy of the same is enclosed and marked as Annexure-D with this application.

That the action of the management in not granting the pay scale of Vth Pay Commission to Mali proves high-handedness and indifferent attitude towards these poor workmen. That the workmen individually and collectively have been representing their case from time to time but the management has not accepted the demand of the workmen so they have been compelled to raise the industrial dispute before this Hon'ble Authority.

That the workmen formed a group of Malis in the office of Chief General Manager (NTR), Deptt. of Telecom and unanimously resolved to raise the Industrial Dispute before this Hon'ble Authority by becoming the members of Janvadikamgar Union.

That the Malis of offices of Chief General Manager (NTR), Deptt. of Telecom are legally entitled to same facilities working in the same category on the analogy of equal pay for equal work.

That the statement of claim of the workmen has been filed under Rule 4(b) of the Industrial Dispute (Central) Rules by the President of Janvadi General Kamgar Union.

The management has filed written statement. In the written statement it has been stated that the post of malis were created vide order dated 12-04-1991 in the pay scale of Rs. 750-940 for regularising the eligible casual labourers engaged for horticultural operations in Delhi Civil Circle (copy enclosed as Annexure-1). The casual labourers engaged in the horticulture Division were therefore regularised as malis and they are performing routine duties of the Malis only. The question of performing the duties of Sr. Malis does not arise as there is no post of Sr. mali under the management.

The applicants were working as casual labourers and they were given temporary status and also given the pay scale prescribed for Group D Employees i.e. Rs. 750-940. The post of Mali was created vide order dated 12-04-1991 in the pay scale of Rs. 750-940 and the applicants who were working as casual labourers in the horticulture division were regularised as malis and have also been given the replacement scale w.e.f. 01-01-1996.

The applicants prior to creation of the post of Mali were working as casual labourers with temporary status. The question of classification of the post as un-skilled or semi-skilled does not arise.

The post of Mali was created vide order dated 12-04-1991 and no post of Sr. Mali exists. Hence, the question of performing the duties of Mali and Sr. Mali does not arise.

The Malis of Department of Telecom are not industrial workmen as contended by the applicants. They are Central Government Employees enjoying all the facilities available to Central Government Employees. The pay scale of the applicants was fixed as 750-940 by the Telecom Commission while creating the posts of Malis in the Department of Telecom for regularisation of eligible casual labourers engaged for horticulture operations in Delhi Civil Circle. There was no discrimination in granting the said pay scale.

In the Department of Telecom, the post of Malis were created to regularise the eligible casual labourers engaged for horticulture works. They are performing the duties which are ordinarily to be performed by Malis. Their working hours are between 0900 to 1700 hrs (one hour lunch from 1.00 PM to 2.00 PM).

The applicants have admitted that the Finance Ministry which is competent to revise the pay scale has not approved for upgradation of pay scale of Malis. Even the Vth Pay Commission has not recommended any higher pay scale for the staff in Telecom Department.

There is no high-handedness on the part of the department. The Malis in Department of Telecom have been given the pay scale in which the posts have been created.

The statement of the applicants is not true. They have never approached the competent authority in this manner.

The applicants are the Central Government Employees. As such their grievance will not come under the purview of Industrial Disputes.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that the workmen were initially casual labourers. The post of Malis was created vide order dated 12-04-1991 in the pay scale of Rs. 750-940 for regularizing the eligible casual

labourers and consequently the casual labourers were regularized in the pay scale mentioned above and no objection was raised at the time of regularization.

It was submitted from the side of the workmen that in CPWD there is arbitration award in 1988 and the status of Malis in CPWD is classified from un-skilled to semi-skilled. The Government has accepted this categorization and it has been implemented by order dated 20-12-1993.

It was further submitted that the Vth Pay Commission also changed status and pay scale of Mali from un-skilled to semi-skilled status and pay scale was accordingly recommended.

It was further submitted that by the Vth Pay Commission prevailing pay scale of Malis was upgraded to the scale of Rs. 2650-4000 w.e.f. 01-01-1996. These Malis are working in different departments of CPWD. The workmen also intend to get the scale recommended by Vth Pay Commission in view of arbitration award 1988. The management of DOT has granted the semi-skilled pay scale to their Malis connected with the dispute classification of the Malis of CPWD from the un-skilled of pay scale of Rs. 2550-3200 to the pay scale of semi-skilled of Rs. 2650-4000 w.e.f. 01-10-2000 instead of the date of their regularization.

It was submitted that this dispute has been raised for adopting the pay scale of 01-10-2000 from the initial date of regularization of the workmen. The workmen want to get the benefit of pay scale of semi-skilled Malis to be extended w.e.f. the regularization of the workmen.

My attention was drawn to the case of Randhir Singh *Versus* Union of India reported in FLR 1982 (44) 299 and it has been held by the Hon'ble Apex Court that in case the same duty is discharged equal pay for equal work should be given. The workmen working as Malis under the management should be paid at par with the Malis of CPWD and the other departments.

My attention was also drawn to 1988-II-LLJ-633 and it has been held that since the workmen have not gone to the Board of arbitration still the identically situated employees and doing the same type of work in other departments of Government of India should be entitled to the same relief.

It was submitted from the side of the management that the law above-cited by the workmen is not applicable in the facts and circumstances of the present case. The present workmen cannot be paid salaries equivalent to the Malis and Sr. Malis working in the CPWD as present workmen have been appointed as casual labourers in 1981 and they were given temporary status in 1989 and their services were regularised from 12-4-1991 when the post were created. This was not the case with the Malis of CPWD. My attention was drawn to Office Memo (OM) dated

20-12-1993. It becomes quite obvious from perusal of the OM that the workmen were being paid new pre-revised scale from 1-1-1973 and there was another revision of pay scale on 1-1-1986. The arbitration award was given in 1986. The workmen working as Malis and semi-skilled Malis and even skilled Malis have been designated as Sr. Malis, semi-skilled Malis and skilled Malis on the basis of their experience as they have been working for a long time prior to 1973 in CPWD department and when they have obtained long experience there was categorization, re-classification of the Malis by award dated 31-1-1986. So is not the case with the present workmen. It is admitted case of the claim that the workmen were engaged as casual labourers in 1984-1985. It is also admitted that their services were regularised and they were granted temporary status in the year 1989 and their services were regularised in 1991, 1992, 1993 and 1994.

It was further submitted from the side of the management that when arbitration award 1986 was implemented these workmen were not given even temporary status. They were regularised in 1991, 1992, 1993 and 1994 so they cannot claim the semi-skilled scale of Malis of CPWD whose pay was revised on 1-1-1973 and in 1986.

It was further submitted from the side of the management that the workmen of CPWD had long experience and on the basis of their experience they were engaged in different work of Gardening just as trenching, trimming, manuring etc. They had also obtained skill of moving of machines and methods of garden operations. There is no evidence that the workmen have got the experience of semi-skilled and skilled Malis of CPWD. As such the present workmen cannot be considered to be identically situated. They have not that much of experience in gardening and manuring as the semi-skilled Malis of CPWD.

It is settled law that equal pay should be paid for equal work but the present workmen are not discharging that nature of work which is equal to the semi-skilled Malis of CPWD. They cannot claim pay scale w.e.f. the date when they were not born in the service of the respondents.

It has been admitted that the present workmen are getting the scales as recommended by the Vth Pay Commission. The respondents have considered their cases and they have given grade of semi-skilled Malis to some of the workmen from 1-10-2000. The respondents found them eligible and experienced for promotion. They granted them the scale of Sr. and semi-skilled Malis from 01-10-2000. They cannot claim this benefit from 1-1-1996 as they were being paid according to the recommendations of the Vth Pay Commission.

It was further submitted from the side of the management that the Vth Pay Commission after considering the entire representation of the present workmen found them suitable for the pay scale of Rs. 2550-3200 and the

management has implemented the recommendations of the Vth Pay Commission w.e.f. 1-1-1996. It is admitted case of the present workmen. This Court cannot sit in appeal over the findings of the Vth Pay Commission as the entire representations and the merits of the present workmen was comprehensively considered by the Vth Pay Commission. They were not found eligible for the scale of Rs. 2650-4000 by the Vth Pay Commission and this Court/Tribunal cannot intervene in the recommendations of the Vth Pay Commission as it is based on considerations of the entire aspects of the case of the present workmen. There is no force in the claim. The workmen have not proved the case of their claim. Their claim is to be rejected. They are not entitled to get any relief as prayed for.

The reference is replied thus :—

The action of the management of Chief General Manager (NTR), Department of Telecom in not giving pay scale of Rs. 800-1150 w.e.f. 1-1-86 and replacement scale of Rs. 2650-4000 w.e.f. 1-1-96 and corresponding allowances to Shri Pritam Singh and 29 other Malis (as per list enclosed) is legal and justified. The workmen applicants are not entitled to get any relief as prayed for.

Award is given accordingly.

Dated: 28-03-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ग्रास लैण्ड एण्ड फोडर रिसर्च इन्स्टिट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 28/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-42012/298/99-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Grass Land and Fodder Research Institute and their workman, which was received by the Central Government on 05-04-2006.

[No. L-42012/298/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW****PRESENT:**

Shrikant Shukla, Presiding Officer

I. D. No. 28/2000

Ref. No. L-42012/298/99/IR (DU) dt. 3-3-2000

BETWEEN:Sh. Ram Dass, S/o Sri Ratti,
VIII, Behta P. O. Ishagarh,
Jhansi-284003.**AND**Director,
Indian Grass Land and Fodder Research Institute,
Pahuz Dam, Gwalior Road,
Jhansi-284003.**AWARD**

The Government of India, Ministry of Labour, New Delhi referred the following dispute No. L-42012/298/99/IR(DU) dated 3-3-2000 to the Presiding Officer, CGIT-cum-Labour Court, Lucknow for adjudication;

"Whether the action of the management of Indian Grass Land and Fodder Research Institute, Jhansi in terminating the services of Sh. Ram Dass, Ex Mazdoor w.e.f. 1-11-95 is fair, legal and justified? If not, to what relief the workman concerned is entitled and from which date?"

The worker's case in brief is that Indian Council of Agricultural Research is a registered society and is covered within the definition of industry as given in I. D. Act, 1947. The department is conducting business trade by selling wood, milk and seeds including auction of animals. Worker Ram Dass was employed against the permanent post of Mazdoor by the opposite party w.e.f. 18-9-75 and worked continuously 20 years till Oct. 1995. The worker has alleged that his services abruptly verbally and illegally terminated in Nov. 1995 without assigning any reason and without following legal procedure. The termination of the worker amounts to retrenchment under section 2(oo) of the I. D. Act. The oral termination of the services of the worker without any notice or compensation is under violation of Section 25 F of the I. D. Act. It is also alleged that the persons junior to worker namely Manohar and Bhagwan Dass were allowed to continue while the worker was denied in re-employment and re-engagement by giving preference to new persons which is in violation of Section 25 G & H of the I. D. Act, 1947. After termination of job the worker made representation and approached the employer for job after termination of his service but was given only

assurance that he would be engaged in due course. Getting no response from the employer the worker alongwith 5-6 namely Om Prakash, Babu Lal, Meharban, Pooran and Kishori filed writ petition no. 30118/98 before Hon'ble High Court, Allahabad and High Court gave the direction on 17-9-98 that petition can not be entertained by it, because the petitioners appear to be employees of the Central Govt. Thereafter the worker approached Asstt. Labour Commissioner (C). The Asstt. Labour Commissioner (C) in turn referred the matter to Govt. of India, Ministry of Labour and government accordingly referred the matter for adjudication. Worker has therefore prayed for quashing oral termination order and further requested opposite party be directed to reinstate and re-engage the worker as class IV employee (Chowkidar/Peon) with full back wages from the date of termination till the pendency of the case on preferential basis in the establishment of opposite party in the scale of pay as admissible to similarly situated persons working in the department and also requested for compensation to the tune of Rs. 25,000 for physical, mental and economic harassment.

The worker has filed following photocopies of the documents :

1. Reference order dt. 3-3-2000.
2. Incomplete affidavit regarding date of birth of worker dt. 7-12-1981.
3. Scheduled Caste certificate dt. 24-10-80 of the worker.
4. Application of worker dt. nil addressed to प्रक्षेत्र प्रबन्धक अधिकारी, झांसी।
5. Letter of Administrative Officer addressed to Dr. R. B. Singh, Indian Grass Land and Fodder Research Institute, Jhansi asking the removal of Ram Dass, Mangal Prasad and Ram Swaroop from the muster roll with the request they may not be engaged again.
6. Letter of Administrative Officer addressed to the worker dt. 15-1-87 regarding recruitment to the post of SS Gr. I.
7. Interview letter of the opposite party dt. 18-2-89.
8. Copy of muster roll undated.
9. Copy of order of the Hon'ble High Court dt. 17-9-98 passed in Civil W. P. No. 30118/98 in Om Prakash and others Vs. Union of India and others.
10. Application dt. 5/13 Nov. 1998 of Ram Dass addressed to Asstt. Labour Commissioner (C), Kanpur.

11. Objection filed by the opposite party before Asstt. Labour Commissioner (C), Kanpur dt. 18-3-99.
12. Rejoinder of the worker before Asstt. Labour Commissioner (C) Kanpur dt. 24-6-99.
13. Copy of some newspapers.

The worker has also filed photocopies of some documents :

1. Some writing purported to be gate pass.
2. Gate pass in respect of Ghanshyam Das, Bhaiya Lal M/s. Jyotish Timber.
3. Gate Pass of timber in the name of Buddha.
4. Application of Ram Dass and others dt. 9-5-95.
5. Application of Pooran and others dt. 18-8-98.
6. Eligible photocopy of some documents.
7. Copy of order of U. P. Labour Court, Agra in dispute no. 31/98.

Opposite party has filed the written statement wherein they have denied the claim of Ram Dass. It is submitted that the opposite party is not an industry and the worker was never an industrial worker and the reference is barred by principles of *res judicata* as he filed a writ petition which was dismissed by the Hon'ble High Court. The present reference order does not invoke the provision laid under section 25 B of the I. D. Act, in which the continuous service has been defined. The relevant section categorically provides that if a workman during a period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for two hundred and forty days or more, will be deemed to be in the continuous service. The applicant has not worked for 240 days in a year preceding to date of alleged cause of action mentioned in reference order. He was not in continuous service. Hence he is not entitled to get any relief under I. D. Act, 1947 and the reference is liable to be rejected.

There has been no violation or breach of Section 25 F of I. D. Act, the provisions laid under section 25 G and 25 H are also not invoked or attracted. Hence there has been no breach of Section 25 F, 25 G and 25 H of the I. D. Act, the reference order is bad in law and is liable to be rejected.

The claimant was daily wagger muster roll employee and was engaged on a temporary work of intermittent nature which lasted for short periods. It is undisputed that he was engaged for specific works of temporary nature for

stipulated period on daily wages as muster roll employee and his services ceased to exist automatically after the completion of project or research assignment. Hence the present matter of dispute, if any, does not attract the provisions of section 2(oo) of I. D. Act, which define retrenchment. It may attract the provisions laid in section 2(oo) (bb) which provides such terminations of services resulting due to non renewal of contract being terminated under a stipulation in that behalf contained therein, since there is no breach or violation of section 2(oo) of I. D. Act, 1947, the reference order is not maintainable is liable to be rejected.

It is false and unfound that applicant's services were terminated w.e.f. 1-11-95 as mentioned in reference order. It is surprising that the applicant in para under reply has stated that his services were terminated w.e.f. Oct. 1995, hence there is contradiction in his statement. There can not be two dates of alleged termination of a person. Since, there is difference in the date made in reference order and the date mentioned in para under reply, the veracity of the statement of claim has become doubtful. Because of this apparent contradiction no reliance should be placed on contents of paras of statement of claim, it is further submitted that no cause of action has arisen on 1-11-95 as allegedly stated in reference order nor on Oct. 1995 as allegedly stated in para under reply. The fact based on record is that vide office memo no. 1-7/D. OL./90 dated 26-10-90 his temporary services were no more required and the applicant has not worked after 26-10-90. He was a daily wages muster roll employee and was never engaged after 26-10-90, hence he has not worked on any day between 26-10-90 and 1-11-95, the alleged date of cause of action in reference order.

It is further stated that the alleged dispute has been raised after 9 years from the leaving the service. There is abnormal delay in raising the dispute before Asstt. Labour Commissioner (C) Kanpur. It should have been rejected at that stage for abnormal delay in raising dispute. It is admitted that opposite party is registered under the provisions of the Societies Registration Act, and the name of the society is Indian Council of Agricultural Research, I. GFRI, is affiliated to ICAR. Its object is to undertake and promote and coordinate agricultural and animal husbandry education research and its application and development. Opposite party is neither factory nor commercial establishment nor shop. It is only a research institute. Hence it is not an industry as defined under section 2(j) of the I. D. Act. No systematic commercial or industrial activities are carried on by the opposite party. The worker has stated in the statement of claim that he was employed as permanent post of mazdoor on monthly basis which is totally false and concocted. The fact is that he was a daily wages muster roll casual worker and was engaged for specific work and stipulated period. The management has submitted that the matter of fact a scheme was introduced

by the Council vide letter no. 24(15)/93-cdy, dt. 23-9-94. This scheme was named as temporary status scheme for adoption of temporary workmen. Daily wage muster-roll casual employees were also given the benefit of this scheme who were engaged in work on 1-9-93. As the applicant was not working during the scheme period, he could not avail the benefit of the said scheme. This also justified opposite parties contention that he did not work after 26-10-90.

Referring to worker's own application which the applicant has filed alongwith statement of claim paper no. 4, the management has stated that the same is irrelevant. Referring to document no. 5 by the worker the management has stated that such document confirms rather proves 2 facts, firstly the applicant was a daily wage/muster-roll employee and 2ndly his services were no more required after 26-10-90. When he has not worked after 26-10-90, there cannot be any date of cause of action in Oct. or Nov. 95 as allegedly stated. Record of the opposite party confirms that the worker has not worked after 26-10-90 till alleged date mentioned in the reference order, he can not be in continuous service as per the provision laid down under Section 25 B of the I. D. Act. The Section under reference provides that continuous service means if any workman during a period of 12 calendar months preceding the date with which calculation is to be made has worked for 240 days will be deemed to be in continuous service. The applicant has not worked even for a day during five years proceeding to alleged date of cause of action, he cannot be in continuous service. There is also no breach or violation of Section 25 F as 2(oo), 25 G & H as such as opposite party is neither an industry nor the applicant was a workman on the alleged date of cause of action in reference order nor he had been in continuous service for not less than a year nor opposite party has retrenched him on 1-11-95.

Referring to documents at sl. no. 6 & 7 submitted by the worker the management has stated that the same are irrelevant for the present case. Management has also submitted that the papers no. 2, 3, 4, & 8 submitted by the worker alongwith statement of claim has no evidential value. These documents have been annexed to divert the attention of the tribunal from the matter of dispute in reference order. Since there has been no violation or breach of Section 25 F of the I. D. Act, the provisions is under Section 25 G & H are also not involved or attracted. The management has therefore prayed that the tribunal to hold that the reference order is bad in law that the opposite party is not industry, the worker has not been in continuous service and to also hold that no cause of action has arisen on 1-11-95. The management has also urged that this tribunal to hold that there has been no breach or violation of I. D. Act, and to hold that reference order is time barred and the worker is not entitled to any relief.

The opposite party has filed photocopies of documents :

1. Order of Govt. of India, Ministry of Labour No. L-42012/303/9/IR(DU) dt. 1-6-2000 regarding dispute between Kishori and the management of IGLFRI, Jhansi terming the dispute have been raised after lapse of 13 years without any justification for delay.
2. Govt. of India, Ministry of Labour Order No. L-42012/300 dt. 1-6-2000 regarding dispute between Pooran stating that dispute filed after 9 years.
3. Indian Council of Agriculture Research Letter No. 7/10/93-IAV dt. 25-2-94 regarding the procedure for issue of experience certificate.
4. Certificate of Registration that the memorandum of association.
5. Indian Grass Land and Fodder Research Institute, Jhansi Office order dt. 30-6-95 regarding the sanction of post against IDRC project.
6. Indian Council of Agriculture Research, New Delhi letter no. 24/15/93/CDN dt. 14-3-95 regarding grant of temporary status and regularisation of casual workers "adoption of scheme formulated by the Deptt. of Personal and Training applicable to casual worker who were not in employment on 1-9-93 and for this reason had not rendered continuous service of 240 days as on the date.
7. Indian Council of Agriculture Research, New Delhi letter dt. 23-9-95 regarding grant of temporary status.
8. Govt. of India, Deptt. of Personnel and Training, PG Pension Deptt. letter dt. Sept. 10, 1993 regarding grant of temporary status and regularisation of Casual worker.
- 8A. Letter of Administrative Officer dt. 26-10-90 addressed to Dr. R. B. Singh.
9. Copy of muster roll from 1-9-90 to 30-9-90, 1-10-90 to 31-10-90, 24 Nov. and 30 Nov. 1990.
10. Indian Council of Agriculture Research, New Delhi letter dt. 25-2-94 regarding clarification in issuing experience certificate to casual labours.
11. Letter of Indian Grass Land and Fodder Research Institute, Jhansi dt. 25-4-95 regarding casual labour.
12. Document regarding description of record of the opposite party dt. 1-2-97 regarding providing of temporary status.
13. Office of Indian Grass and Fodder Research Institute, Jhansi dt. 8-6-90 regarding Om Prakash and Vinod Kumar.

14. The statement of working days from Sept. 92 to Aug. 93 in respect of 416 employees who were not entitled for providing temporary status.
15. Statement of the casual workers in respect of their working days from Sept. 92 to Aug. 93. Consisting 212 persons who were entitled for providing temporary status.

Worker has examined himself who has been cross-examined by the opposite party.

Opposite party has examined Sri S. N. Dubey, Dr. M. S. Sharma and Sri None Raja, Administrative Officer.

Heard arguments of the parties and perused the evidence on record.

Worker has stated in the para 7 of the statement of claim that he was employed against permanent post of Mazdoor on monthly paid basis by the opposite party, employer on being sponsored by the EE w.e.f. 18-9-75 and worked in this capacity continuously 20 years till Oct. 1995. His services were abruptly terminated verbally and illegally in Nov. 95 without assigning any reason and following legal procedure.

Worker has not given the specific date of Oct. 95 till which he worked nor he has given any date w.e.f. Nov. 95 when he was terminated. It is also noteworthy that the worker himself alleged to be permanent Mazdoor. In this light it has to be ascertained whether the worker's statement as given in the statement of claim is true.

It is settled principle of law that Labour Court has to confined itself to the issue referred to it and it has no jurisdiction to travel beyond the issue.

The court has been asked to adjudicate whether the termination order dt. 1-11-95 is fair, legal and justified. It has no duty caused been to examine whether the worker was deprived of their providing temporary status as per guidelines issued by the government.

Worker has to prove that he was in service prior to 1-11-95 and he did complete 240 working days in 12 calendar months preceding the above date.

The worker has himself filed photocopy of his joint application dt. 9-5-95 which he addressed to Director, Indian Grass and Fodder Research Institute, Jhansi. The contents of letter are reproduced below :

U. P. C.

दिनांक 9 मई, 95

श्रीमान,

डायरेक्टर महोदय,

भारतीय चारागाह एवं चारा अनु. स.,

झांसी

सेवा में,

विषय : प्रार्थीगण को पुनः कार्य पर लेने हेतु।

सविनय नम्र निवेदन है कि प्रार्थीगण ओम प्रकाश, बाबू लाल, मेहरबान एवं किशोरा, पूरन, रामदास आपके संस्थान में वर्ष 1970 से

मस्टर रोल पर कार्य करते रहे। प्रार्थियों ने अपने हेतु (स्थाई) कराने के बात को लेकर आपसे अनुरोध किया जिस पर संस्थान ने नौकरी से निकाल दिया है एवं हमसे जूनियर लेबर आपके यहां कार्य कर रहे हैं।

अतः आपसे अनुरोध है कि सभी को कार्य पर लगाने की कृपा करें।

प्रार्थी

(1) ओम प्रकाश

(2) बाबू लाल

(3) किशोरा

(4) पूरन

(5) रामदास

प्रतिलिपि :

1. डायरेक्टर आई. जी. एफ. एल. आर. आई., झांसी

2. चतुर्वेदी (अध्यक्ष), राष्ट्रीय श्रमिक संघ, ग्वालियर रोड, झांसी

On careful reading of the letter dt. 9-5-95 it is clear that the worker stated 2 facts (1) that he has been working in the Institute since 1976 on muster-roll (2) worker alongwith others requested for regularisation of service on which they were terminated.

Above application the worker has wilfully concealed two facts (1) as to when they requested for regularisation (2) as to what was the date on which they were terminated. but this is specifically clear that the worker were terminated before 9-5-95.

Worker has also filed photocopy of letter dt. 26-10-90 in which the Administrative Officer Ordered that the worker Ramdas, Manhor be removed from muster-roll immediately with the clear instructions that they were not engaged again. Worker's both of the documents are adverse to the worker's case.

The reference of the government is that whether the action of the management of Indian Grass and Fodder Research Institute in terminating the services of Ram Dass ex-Mazdoor from 1-11-95 is fair, legal and justified? If not what relief the worker concerned is entitled and from which date. The Worker ought to have proved that he worked prior to his termination upto end of Oct. 95. But in the present case according to the worker's own admission through the joint application mentioned above that he was terminated prior to 9-5-95.

It is admitted fact that department of Personnel and Training vide their O. M. dated 10-9-93 had issued casual labour grant of temporary status and regularisation scheme in pursuance of the Central Administrative Tribunal.

Principle Bench, New Delhi judgement dt. 16-2-90 in the case of Raj Kamal and other Vs. Union of India send to various ministries of Govt. of India." It was clearly mentioned that there in while existing guidelines contained in OM dt. 7-6-88 may continue to be followed the grant of temporary status to casual employees who are presently employed and have rendered one year continuous service in the Central Govt. office, other than department of Telecom, Post and Railways may be regulated by the scheme.

It is proved that Indian Council of Agriculture Research, New Delhi circulated letter dt. 23-9-94 to all Directors of the Institute/National Research Centres and Project Directors a scheme of providing temporary status to casual labours. It laid down as under :

"It has been decided that while existing guidelines contained in O. M. dt. 7-6-88 continued to be followed, the right of temporary status to the casual labours who are presently employed and have rendered one year of continuous service in the Central Govt. office then the department of Telecom, Post and Railways may be regulated by the said memo."

The said scheme has been examined by Indian Council of Agriculture Research for adoption by ICAR and its constituent. Presently the scheme has been approved for adoption in principle for implementation w.e.f. 1-9-93. However, before the orders are issued in this regard it is requested that the following conditions as well as information required may please be made available to us at the earliest possible; the scheme is made applicable to only those casual labours who are fulfilling all the terms and conditions in accordance with Director of Personnel and Training O. M. dt. 7-6-93.

The detailed information is worked out first indicating the total number of casual labours who were fulfilling all the terms and conditions in accordance with O. M. dt. 7-6-93 at the time of its adoption. The number of casual labourers regularised after the date of its adoption and remaining casual labour left for grant of temporary status and total financial involved in this account."

Indian Grass Land and Fodder Research Institute, Jhansi accordingly passed an office order dt. 25-4-95 with copy to all casual workers. In accordance with the scheme of providing temporary status the opposite party worked out the working days of each casual labour who were entitled for temporary status and they also worked out a list of those casual labours who were not entitled to grant of temporary status. The photo copy of both the statement is on record i.e. paper no. 12/12 to 12/18 to 12/19 to 12/26. The first list i.e. 12/12 to 12/18 is of those persons who were employed during Sept. 1992 to August 1993. Worker Ram Dass name find at sl. no. 208 of the list which shows

that the worker Ram Dass worked for 21 days in Feb. and 11½ days in March 1993. Thus during the period from Sept. 92 to August 1993 worker Ram Dass worked only for 32½ days and as such he was not entitled to get temporary status. This is a reliable document which has been prepared in ordinary course of business of the office.

In the light of above when we have analysed the statement of Ram Dass I find the statement of Ram Dass which is as under :

"वर्ष 1995 में नौकरी खत्म कर दी गई जिस विभाग में काम मिलता था काम किया नौकरी से निकाले जाने पर मैंने निदेशक को लिखा कोई कार्यवाही नहीं हुई।"

The Administrative Office of the opposite party has stated very clearly "यह कहना गलत है कि श्रमिक की सेवायें 1-11-95 को समाप्त की गई।" The original muster roll were also produced at the time of evidence.

From the evidence on record it is proved that the worker Ram Dass worked from Sept. 92 to August 93 only for 31½ days and after March 93 it is not proved that he was at all working as casual labour and therefore there is no question of his termination on 1-11-95. From the evidence on record it appears that after the office order of the Indian Grass and Fodder Research Institute, Jhansi dt. 25-4-95 worker alongwith others represented to the management vide letter dt. 9-5-95 that their services were terminated. Whereas worker Ram Dass did not worked in April 93 onwards. When he came to know that casual labours who were regularly working were provided with the temporary status he came out with the false case of 9-5-95 that he has been wrongly terminated. In fact, he did not work in April 93 and afterwards. As such no question of termination arose to him.

Accordingly the application of Section 25 F, G and H are also not attracted in the present case.

I also agree with the management's argument that no cause of action arose on 1-11-95 as stated in the reference order.

It is admitted case that worker alongwith 5 others file writ petition no. 30118 of 1998 Om Prakash and others Vs. Union of India before Hon'ble High Court, Allahabad which was summarily dismissed with the liberty to the worker and others to approach the Tribunal, the dismissal of the petition does not amount to the res-judicata.

The opposite party is an industry and there is systematic engagement of employees to meet the business by Indian Grass Land and Fodder Research Institute, Jhansi. It is due to active cooperation of the employees and employer that Indian Grass Land and Fodder Research is being carried out wood, milk seeds are sold. Thus the opposite party's activities fulfilled all ingredients of the industries. It can not be said that the reference order is bad

because the government only refers the dispute. It does not decide the dispute it is Tribunal-cum-Labour Court which decide the dispute. It is hold that worker has not been in continuance service till the alleged termination dated 1-11-95.

My award is therefore that the worker was not in continuance service of 240 days during Sept. 92 to Aug. 1993 nor was the worker employed in March 1993 onwards. Therefore the question of termination on 1-11-95 does not arise. I also come to the conclusion the present claim of the worker is false and fictitious and the worker is not entitled to any relief whatsoever.

Lucknow

23-3-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 115/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-40012/396/99-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 115/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 05-04-2006.

[No. L-40012/396/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 115/2000

Shri Ved Parkash, C/o Sh. N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Pb.). ... Applicant

Versus

(1) The General Manager, Telecom, Jalandhar, (Punjab). ... Respondent

APPEARANCES:

For the workman : Shri Rajnish Rana.

For the management : Shri Anish Babbar.

AWARD

Passed on 21-3-2006

Central Govt. vide Notification No. L-40012/396/99/IR (DU) dated 17-02-2000 has referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of General Manager, Telecom, Jalandhar in terminating the services of Sh. Ved Parkash, S/o Sh. Ram Garib, is legal and justified? If not to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri Rajnish Rana withdraw the present reference vide his statement recorded on 20-3-06. In view of the same, the present reference is returned as withdrawn in Lok Adalat Central Govt. be informed file be consigned to record.

Chandigarh.

21-3-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 7/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-22012/22/1997-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Coalfields Limited and their workman, which was received by the Central Government on 5-4-2006.

[No. L-22012/22/1997-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

नई दिल्ली, 5 अप्रैल, 2006

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1,
MUMBAI****PRESENT:**

Justice Ghanshyam Dass, Presiding Officer.

Reference No. CGIT-7 of 1999

PARTIES:Employers in relation to the management of Western
Coal Fields Ltd.**AND**

Their workmen.

APPEARANCES:

For the Management : Absent.

For the Union : Absent.

State : Maharashtra

Mumbai dated the 28th day of March, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-22012/22/97-IR (C-II), dated 22-12-1998. The terms of reference given in the schedule are as follows :

“Whether the action of the management of New Majri Open Cast Sub Area of M/s. W. C. Ltd. in terminating the services of Shri D. Kondaswamy and 9 other workers (list enclosed) is legal and justified? If not, to what relief are the workmen entitled?”

2. The proceedings of the instant reference were stayed by the Honourable High Court of Bombay vide writ petition No. 3446 of 1999. It is not known as to whether the aforesaid writ petition is still pending today since nothing is being filed on record by the parties despite service of notice for hearing on today. Instead, an application dated 23-3-2006 on the letter head of Lal Baavta Koyla Kaamgar Union signed by General Secretary of the aforesaid Union is being received wherein the prayer is being made for ~~withdrawal~~ of the authorization of the Union to pursue the dispute.

In this circumstance, the reference is hereby dismissed.

JUSTICE GHANSHYAMDASS, Presiding Officer

का. आ. 1649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/60/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-22012/418/1994-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/60/95) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 5-4-2006.

[No. L-22012/418/1994-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

No. CGIT/LC/R/60/95

PRESENT:

Shri C. M. Singh, Presiding Officer

PARTIES:

The President,
N. C. W. F. Churcha Branch,
Post Churcha Colliery,
Distt. Surguja-497339. ... Workmen/Union

Versus

The Sub Area Manager,
Churcha Sub Area, SECL,
Post Churcha Colliery,
Distt. Surguja-497339. ... Management

AWARD

Passed on this 27th day of March, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012(418)/94-IR-C-II dated 24-3-95 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Sub Area Manager, Churcha East Colliery of SECL Baikunthpur Area in

converting piece rated loaders into time rate Cat. I Mazdoor on various dates starting from 12-11-91 and onwards is legal and justified? If not to what relief the concerned workmen are entitled to?"

2. After having the reference order, it was duly registered on 29-3-95 and notice was issued to the Union, NCWA, Churcha Branch, Distt. Surguja (MP) to file its statement of claim. But the order dated 6-2-04 on record reveals that the Union failed to file statement of claim in spite of sufficient service of notice on it and therefore vide order dated 22-4-04 of this tribunal, the reference proceeded ex parte against the Union.

3. The case of the management of Churcha East Colliery of SECL, Baikunthpur Area in brief is as follows. That the order of reference is vague. The order of reference does not reflect the name of the beneficiaries, the particulars of alleged conversion, date of conversion etc. In the absence of particulars of beneficiaries, the details of alleged conversion, no adjudication can take place and therefore the reference is liable to be dismissed. The Union has challenged the alleged action of the management in converting piece rated Labour to time rated Category I from 12-11-91, whereas the present dispute has been raised only in the 1995. As such the reference is highly belated and the same is not maintainable. Baikunthpur Area is one of the area of SECL, Bilaspur. In the mines, persons are employed as piece rate loaders who are paid Group 5-A wages. Their wages depend on the output given by them. Whereas in the case of time rated workers they get the fixed wages as per the NCWA. In different coordination meeting at various level it was decided to introduce side dump labour (SDL) to replace manual panel for the purpose of increasing the coal production. With the introduction of SDL, the production level of 2453 tones per day in 1991-92 and when 100% mechanization is resorted to the production level can be pushed up to 2670 tones giving an annual rate of production at 0.8 million tones. Considering the gains, by way of policy, it was decided to introduce the mechanical process of loading of coal in the colliery. Due to introduction of SDL, System 458 labours became surplus. That the details of those workers are :

Category IV	298
Category III	169
Total	<u>458</u>

As on 1-11-91 there were about 593 loaders on the roll. Out of which the management required 170 loaders to run one manual panel and hence the management was required to adjust 423 loaders (593—170 = 423) in time rated category or they will have to be transferred from the present colliery to any other area where their services can be properly utilised. That for adjustment of the aforesaid manpower, the management offered option to the employees either to opt for time rated category-I or prepare

to go for transfer to other areas where their services can be gainfully deployed. 57 employees tendered their option for time rated. As per the option tendered by the employees, they were converted into piece rated Category-I. The employees who did not want to go for transfer tendered their option. That, SDL Machines are being installed as a replacement of gathering arm loaders with a view to increase the production and productivity of the mine to cope up with the greater prospective to improve the working conditions of the workers, safety aspect of the persons working and eliminate the basket loading as far as practicable. Notice has been given by the management in writing inviting willing loaders who are voluntarily interested to come to time rated job. All the Unions including NCWF operating at Churcha colliery have principally agreed for conversion of Loaders to time rated categories during discussion at various level. It has been agreed by them if any loader willingly opted for time rated job they have got no objection. That 57 piece rated loaders have been converted to Category-I. All the persons have been continuously going in time rated category-I job right from their appointment in most of the cases. They were themselves not in a position to work as loaders due to their physical or other reasons and voluntarily opted and accepted to work in Cat.-I. They have thus been regularized in the post of General Mazdoor, Category-I. They were working in Category-I and what did they mean by wage protection is not understood. They have been rightly placed in Category-I with the pay of the category. Loading job is done manually as such loaders are to continue to work as loaders till their retirement. They start as loader and retire as loader. Their earning capacity diminishes as the years pass on when they become older. There are loaders who by virtue of their appointment as loader continue to work as such although their physical ability does not permit them to continue. They used to approach the management for lighter nature of work in time rated category and management sometimes could not provide time rated job due to administrative reason. It has been submitted on behalf of the management that the action of the management in converting certain piece rated employees to the time rated category-I is legal, proper and justified and the Union is not entitled to any relief whatsoever.

4. The management in support of its case filed affidavit of its witness Shri Pradeep Kumar Dey, the then working as Personnel Manager at Churcha East Colliery of SECL, Baikunthpur Area.

5. The management also filed certain Photostat copies of documents but those documents have not been proved in accordance with law of evidence and therefore cannot be read in evidence.

6. I have heard Shri A. K. Shashi, Advocate for the management. I have very carefully gone through the entire evidence on record.

7. There is no evidence on record for giving finding of the reference order in favour of the Union. Against the above, the case of the management is fully established from the uncontroverted affidavit of Shri Pradeep Kumar Dey the then Personnel Manager, Churcha East Colliery of SECL, Baikunthpur Area. From the above evidence of the management, it is fully established that the action of Sub Area Manager, Churcha East Colliery of SECL, Baikunthpur Area in converting piece rated loaders into time rated category-I Mazdoor on various dates starting from 12-11-91 and onwards is legal and justified and therefore the concerned workmen are not entitled to any relief. But considering the facts and circumstances of this case, I am of the view that the parties should bear their own costs of this reference.

8. From the above it is hereby held that the action of Sub Area Manager, Churcha East Colliery of SECL, Baikunthpur Area in converting piece rated loaders into time rated loaders on various dates starting from 12-11-91 and onwards is legal and justified and the concerned workmen are not entitled to any relief. The parties shall bear their own costs of this reference. In this manner, reference order is answered in favour of the management and against the workmen/Union.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एस सी/आर/213/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-04-2006 को प्राप्त हुआ था।

[सं. एल-22012/207/1993-आई आर (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/213/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation of the management of WCL and their workman, which was received by the Central Government on 05-04-2006.

[No. L-22012/207/1993-IR (C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/213/93

SHRI C. M. SINGH, Presiding Officer.

The General Secretary,
Bhartiya Koyla Khadan Mazdoor Sangh,
At & PO Pathakhera,
Distt. Betul (MP)

Workman/Union

Versus

The General Manager,
WCL, Pathakhera Area,
Distt. Betul (MP)

Management

AWARD

Passed on this 24th day of March, 06

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/207/93-IR (C-II) dated 4-10-93 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of General Manager, WCL, Pathakhera Area, Distt. Betul (MP) in terminating the services of 5 workers w.e.f. 22-1-88 viz. Shri Mohal S/o Shri Saheblal, Shri Saheblal S/o Shri Ramji, Shri Indal S/o Shri Kanhaiya, Shri Deendayal S/o Shri Dondiya and Shri Girdhari S/o Shri Mohanlal is justified or not? If not, to what relief the workmen are entitled to?”

2. The case of workmen/Union in brief is as follows—
That on 21-1-88 around 11.30 AM, a mishap was occurred in Sat. II Mine, in which 3 workers were injured and one Shri Lotan died. The body of Shri Lotan was brought on surface at about 4.45 PM. This information spread like wild fire in and around the mine and thousands of sympathizers assembled in the mine premises, which ultimately turned violent due to the rumour spread that the accident occurred on account of serious lapse on the part of mines officials in taking safety measures in the mine. The grudge of the mob fell on Shri B. N. Mehta, Sub Area Manager. The mob garroed the office of the Sub Area Manager and started pelting stones and brick bats breaking the window pane. Some out of the mob entered into the office of Shri B. N. Mehta breaking the door and allegedly manhandled him. As a result of which injuries were caused to him. The management chose only 5 workers out of the mob namely Sarva Shri Mohan, Sahablal, Indal, Dondiya and Girdhari and issued chargesheets dated 30-1-88 under clause 17 (1) (a), (q), (r) & (t) of the Standing Orders alleging to have instigated the mob and manhandle of Shri Mehta. All of them replied the charges denying the charges. But the

management without taking cognizance of their replies initiated a combined enquiry appointing Shri D. Mewar, P.M. Pench Area who is notorious for anti-labour feelings with pre-determination of victimising the aforesaid workers because of their being union activists. The proceeding of enquiry was initiated on 22-2-88 and concluded on 29-2-88. During the enquiry proceedings, the Enquiry Officer failed to give free and fair opportunity to the delinquent workmen to defend and gave a biased finding. The Enquiry Officer actually failed to establish that charge-sheeted workers indulged in any instigation because there is no evidence as to who has instigated the mob to resort to violence. The punishing authority also acted mechanically believing the biased report of the enquiry officer without applying his mind and exercise his power colourfully awarding punishment of dismissal to all the above workers. It is prayed by the workmen/Union to hold the termination of services of Sarva Shri Mohan, Sahablal, Indal, Deendayal and Girdhari is not justified and they are therefore entitled to be reinstated with full back wages and continuity of service.

3. The management contested the case. As per statement and rejoinder filed by the management, their pleadings, in brief, are as follows— That on 21-1-88 around 11.30 AM, a mishap was occurred in Sat. II Min in which 3 workers were injured and one Shri Lotan died. The body of Shri Lotan was brought on surface at about 4.45 PM. At that time, the District Collector has visited the office of Shri B. N. Mehta, SAM. The Dy. G. M Shri Prasad advised Shri Mehta to be available in the office and left along with the District Collector to see the dead body of Shri Lotan. At that time, Sarva Shri Biswas, SAM, Shobhapur and LM Sarkar, Safety Officer of SAT I & II were also present in the office of Shri B. N. Mehta. Soon after, many workers gathered outside the office of Shri Mehta and started shouting abusive slogans and were trying to intrude into the room of Mr. Mehta with intention of assaulting him. The mob pelted stones from outside on the windows of Mr. Mehta's room breaking the window panes. Sensing the gravity of the situation, Mr. Mehta bolted the door from inside. Then some workers started to break open the door shouting slogans and using filthy language against Mr. Mehta. Ultimately some 15-20 workers broke open the door. Out of them Shri Deendayal was having a stick in his hand and Shri Mohan had a curtain rod/pipe in his hand. The above two persons attacked Mr. Mehta and inflicted injuries on his head and ear, due to which Shri Mehta fell unconscious. Thereafter they attacked Shri Sarkar, Safety Officer and dragged him out of the chamber and assaulted him with kicks and fists. At this juncture, the Security Inspector arrived on the spot and rescued Shri Sarkar. Out of the mob, following 7 workers were conspicuously involved in the episode :

1. Shri Indal S/o Kanhaiya
2. Shri Roshan S/o Harchand

3. Shri Mohan S/o Saheblal
4. Shri Girdhar S/o Mohanlal
5. Shri Sahablal S/o Ramji
6. Shri Deendayal S/o Dondiya &
7. Shri Gendlal S/o Bihari

The above named 7 workers were charge-sheeted under Standing orders on the following charges :

- | | | |
|----------|---|---|
| 17(1)(e) | : | Drunkness, fighting or riotous disorderly or indecent behaviour while on duty at the place of work; |
| (q) | : | Any breach of Mines Act, 1952 or any other Act or any rule Regulations or bye-laws thereunder or any standing orders; |
| (r) | : | Threatening, abusing or assaulting any superior or co-worker. |
| (d) | : | Preaching or inciting to violence |

They were served with charge-sheets dated 30-1-88 for the aforesaid acts of misconduct. The explanation of charge-sheeted workman having been found unsatisfactory, a departmental enquiry was ordered by appointing Shri D. Mewar, the then Dy. P. M., Kanhan Area as Enquiry Officer. Shri Mewar, Enquiry Officer conducted a proper and legal Departmental Enquiry. The first sitting of the enquiry was fixed on 22-2-88 at 10.30 AM in the office of the G.M., Pathakhera area. Notices were sent vide different letters to the workmen concerned on 13-2-88 separately. In the aforesaid notices, the workmen were advised to attend the enquiry along with their witnesses. It was also specifically pointed out that if they so desire they can take the help of a co-worker to assist them in the enquiry. On the date fixed for enquiry i.e. on 22-2-88, Sarva Shri Roshan, Girdhari, Deendayal, Sahablal and Gendlal were present in the enquiry but Sarva Shri Mohanlal and Indal were absent although they were fully aware that the enquiry has been fixed for the aforesaid date. In spite of this, neither they have informed nor they were present in the enquiry. When Sarva Shri Roshan, Gridhari, Deendayal and Sahablal submitted an application in which they requested for adjournment on the ground that on that day they were unable to bring their co-worker and as such the enquiry should be adjourned. They also informed that next date should be given only after 28-2-88. In view of the above, the enquiry was postponed. However Shri Gendlal submitted an application in which he requested to allow Shri H.U. Khan, Electrical fitter as his co-worker. As a result thereof Shri H.U. Khan was allowed as co-worker of Shri Gendlal. However Shri Gendlal submitted an application in which he raised certain clarifications which has been given by the Enquiry Officer. Thereafter the enquiry was adjourned on the request of delinquent workmen.

As Shri Mohan and Indal were not present for their defence, one more opportunity was given. A letter addressing to Shri Indal and Mohan was issued intimating them that now the enquiry will be held on 29-2-88 at 10.30 AM in the office of General Manager, Patherkhera Area. Shri Roshan, Girdhari, Deendayal, Sahablal and Gendlal were informed in the proceedings and told by the Enquiry Officer that no further adjournment will be granted and enquiry will be held on 29-2-88 and their signatures were obtained on the enquiry proceedings. On 29-2-88, Sarva Shri Girdhari, Gendlal and Roshan attended the enquiry but Shri Indal, Mohan, Sahablal and Deendayal did not attend the enquiry, neither they informed about their absence although Shri Sahablal and Deendayal were present in the last sitting of enquiry. In view of the above, there was no other alternative left before Enquiry Officer except to hold the enquiry *ex parte* against the above four delinquent workmen. Sarva Shri Girdhari, Gendlal and Roshan were present as such the enquiry was started. Shri Girdhari submitted an application in which he requested to allow Shri Chakravorty, Sr. Overman as his co-worker. As a result thereof Shri Chakravorty was allowed as co-worker of Shri Girdhari. Thereafter the Enquiry Officer explained the proceedings to the parties. The chargesheets were read over to them. The workmen concerned submitted that they have already replied to the chargesheets and as they refused to accept the same, enquiry was proceeded with. In all, the management examined 12 witnesses. All these witnesses were examined and cross-examined separately by the workmen. The entire order sheet was written and signed by the parties concerned. After completing the statement of witnesses, the workmen also gave the name of their witnesses and they were also permitted to lead evidence on the basis of total evidence produced in the enquiry. During the course of the enquiry proceedings, it was proved that Sarva Shri Deendayal and Mohan attacked Mr. Mehta with a stick, curtain rod/pipe respectively due to which he fell unconscious. It was also proved that Sarva Shri Indal and Girdhari joined Sarva Shri Deendayal and Mohan in dragging out Shri L. M. Sarkar, Safety Officer from the room of Shri B. N. Mehta and assaulted him with kicks and fists. It was further proved that the above named 4 workers viz. Sarva Shri Deendayal, Mohan, Indal and Girdhari who were present in the mob were instigating the workers to forcibly enter the mine without permission. In addition to these 4 workers, one more worker viz Sahablal had also joined them in instigating the workers. However the charges levelled against Sarva Shri Roshan and Gendlal could not be proved in the Departmental Enquiry. These two workers were therefore exonerated by the Disciplinary Authority while passing dismissal order of the remaining 5 workers.

In the instant case, according to management, the proper Departmental Enquiry has been held in which full opportunity of defence was given to the workmen concerned. According to management in the instant case,

disciplinary action has been taken and the punishment has been imposed on the workmen on the basis of finding of guilt recorded against them in a properly conducted Departmental Enquiry. The workmen have participated in the serious acts of misconduct. They had taken law in their own hands, they unauthorisely entered in the office of Sr. Officer with an intention of assaulting him, pelted stones and brick bats and broke the window panes and created law and order problem in the office premises. As such strict action was to be taken against such individuals. Such person are not entitled to any sympathy or lenient treatment. Creating indiscipline in the office cannot be tolerated and therefore strict action had to be taken against the wrong doers. Under the circumstances, the action of the management is fully justified and the workmen are not entitled to any relief whatsoever.

4. Both the parties filed Photostat copies of the documents in support of their respective contentions. Those documents may be referred in the body of this award at appropriate places where the need be.

5. My learned predecessor in office after having heard Shri S. Nagu, Advocate for the workmen and Shri A. K. Shashi, Advocate for the management and after having considered the evidence on record gave findings on the preliminary issue that the Departmental Enquiry conducted by the Enquiry Officer against the workmen is just and proper. Thereafter he fixed the case for hearing argument of both the parties on the extent of sentence.

6. I have heard Shri S. Nagu, Advocate learned counsel for the workmen and Shri A. K. Shashi, Advocate learned counsel for the management and I have very carefully gone through the entire record of the case.

7. It is to be noted here that my learned predecessor in office vide order dated 9-7-03 has recorded the finding on the following preliminary issue.

“Whether the departmental enquiry conducted by the management against the workmen is just and proper ? As already mentioned above, my learned predecessor in office came to the finding that the departmental enquiry conducted is just and proper. Now at this stage, the said finding has become final and it cannot be reopened by this tribunal but the learned counsel for both the parties again argued on the point that the Departmental Enquiry conducted by the Department against the workmen is just and proper. In this respect, Shri S. Nagu Advocate, the learned counsel for workmen argued that the enquiry is vitiated for several procedural error in conducting the enquiry. In this respect, he placed his reliance on the following :—

1. 1998—6 Supreme Court Cases 651
2. 1994—4 Supreme Court Cases 594

Against the above, Shri A. K. Shashi, Advocate—the learned counsel for the management submitted that the departmental enquiry conducted against the workmen is just and proper and in this respect he placed his reliance on the following :—

1. 1995—LAB. I. C. 314 &

2. 1997—6 Supreme Court Cases 75

8. The law cited above by the learned counsel for the parties are not applicable to this reference at this stage as the preliminary issue regarding enquiry has already been decided. The finding given by my learned predecessor vide order dated 9-7-03 on the preliminary issue that the DE conducted by the Enquiry Officer against the workmen is just and proper shall form part of this award.

9. The learned counsel for the workmen submitted that considering the facts and circumstances of this case, it is requested to exercise its jurisdiction under Sec-11-A of the I.D. Act, 1947 to award lesser punishment than the dismissal from service to the workmen. The learned counsel for the management vehemently opposed the request made by the learned counsel for the workmen. He submitted that under the facts and circumstances of this case, the tribunal is requested not to exercise its jurisdiction under Sec-11-A of I.D. Act, 1947 to award lesser punishment than dismissal from his service. In this respect, he placed reliance on 2000-I-LLJ-SC-424 in the case of Mahendra Nissam Allwyns Ltd. And N. P. Siddappa and Another and 1997(2) L.L.N. 1066 (Allahabad High Court) in the case of Triveni Structural Limited, Allahabad and State of Uttar Pradesh and others. I have very carefully gone through the law cited above.

10. In the case of Mahendra Nissan Allwyns Ltd. And N. P. Siddappa and another, the Labour Court by its award upheld the order of dismissal for proved misconduct of leading workmen from factory disregarding challenge by Security Guards and entering room of Dy. General Manager and Manager Personnel and abusing them in filthy language and threatening them. The workmen also proved to have mis-behaved with 5 executives of the company. It was held by the Honourable Supreme Court that High Court should not have interfered with the order of the Labour Court on the ground that the punishment imposed was not proportionate to the proved charges and directing reinstatement of workman without continuity of service and back wages. Under these circumstances, the Honourable Supreme Court also held that the High Court should have not interfered with the order of the Labour Court as the charges levelled and proved against the workman are serious and worthy of dismissal. The Supreme Court further held that the High Court went wrong in interfering with the award of the Labour Court.

11. In the case of Triveni Structural Ltd. Allahabad and State of Uttar Pradesh and others cited above, the

employee was dismissed for the misconduct committed by him in holding the collar of the Managing Director of the Company, dragging him from his chair and physically assaulting him, instigating other employees and keeping the Managing Director and other officers under confinement (gherao) till police came and rescued them. It was held by the Honourable High Court under the above facts and circumstances, such a person cannot be reinstated in service as the basic principle is that industry must be allowed to run and no industry can run if leniency shown in shocking cases of indiscipline and gross misbehaviour.

12. In the case at hand, it has been proved in the Departmental Enquiry that workmen Sarva Shri Deendayal & Mohan attacked Shri. B. N. Mehta SAM with a stick, curtain rod/pipe respectively due to which he fell unconscious. It has also been proved therein that workmen Sarva Shri Indal & Girdhari joined workmen Sarva Shri Deendayal & Mohan in dragging out Shri L. M. Sarkar, Safety Officer from the room of Shri B. N. Mehta, SAM and assaulted him with kicks and fists. It has also been proved therein that the above named 4 workers viz Sarva Shri Deendayal, Mohan, Indal & Girdhari who were present in the mob were instigating the workers to forcibly enter the mine without permission. In addition to these 4 workers, one more worker viz Sahablal also joined them in instigating the workers.

13. Having considered the facts and circumstances of this case and the law cited above, I am of the considered opinion that the lesser punishment than dismissal will not be enough to serve the ends of justice and consequently the reference order is requires to be answered in favour of the management and against the workmen. No doubt that the workmen concerned have lost their job for their own act of misconduct and therefore considering their pitiable condition, I am of the view that the parties should be directed to bear their own costs of this reference.

14. In view of the above, it is hereby held that the action of the management of General Manager, WCL, Pathakhera Area, Distt. Betul (MP) in terminating the services of 5 workers w.e.f. 22-1-88 viz. Shri Mohan S/o Shri Saheblal, Shri Saheblal S/o Shri Ramji, Shri Indal S/o Shri Kanhaiya, Shri Deendayal S/o Shri Dondiya and Shri Girdhari S/o Shri Mohanlal is justified and they are not entitled to any relief. The parties shall bear their own cost of this reference. The reference order is answered accordingly.

15. The copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/42/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-04-2006 को प्राप्त हुआ था।

[सं. एल-22012/209/2004-आई आर (सी एम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/42/2005) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation of the management of Chirimiri Area of SECL, and their workman, which was received by the Central Government on 05-04-2006.

[No. L-22012/209/2004-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/2003

SHRI C. M. SINGH, Presiding Officer.

The Secretary,
Bhartiya Khadan Mazdoor Sangh,
PO : Haldibadi, Chirimiri,
Korea (Chhattisgarh).

....Workman/Union

Versus

The Chief General Manager,
Chirimiri Area of SECL,
PO Chirimiri,
Korea (Chhattisgarh).

.....Management

AWARD

Passed on this 23rd day of March, 06

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/209/2004-IR (CM-II), dated 24-05-05 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Chirimiri Area of SECL in not promoting Shri Peter Lakra S/o

Sh. Joseph to the post of Electrician Cat-IV and superseding him by others, and also not extending him the benefits of reservation on promotion etc. is legal and justified? If not, to what relief the workman is entitled?”

2. After the reference order was received, it was duly registered on 2-6-05 and notices were issued to the parties for filing their respective statement of claim. But in spite of sufficient service of notice on the parties, none of them put in appearance for filing his statement of claim. Under the above circumstances, this tribunal was left with no other option but to close the reference for award. Therefore on 22nd March 2006, the reference was closed for award.

3. It appears from the above that the workman/Union has no interest in prosecuting this reference and the management has no interest in contesting the reference, meaning thereby it appears that no industrial dispute is left between the parties. Under the circumstances, it shall be just and proper to pass a no dispute award in this reference. Consequently no dispute award is passed without any order as to costs.

4. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2006

का. आ. 1652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बदरपुर थर्मल पावर स्टेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 37/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-04-2006 को प्राप्त हुआ था।

[सं. एल-42012/97/2001-आई आर (सी एम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th April, 2006

S.O. 1652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 37/2002 of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Badarpur Thermal Power Station, and their workman, which was received by the Central Government on 05-04-2006.

[No. L-42012/97/2001-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

R. N. Rai, Presiding Officer.

I.D. No. 37/2002

IN THE MATTER OF

The Secretary,
CPWD Karamchhari Union,
Plot No. 1, Aram Bagh,
Near Udasin Mandir, Paharganj,
New Delhi-110055

Versus

The General Manager,
Badarpur Thermal Power Station,
Badarpur,
New Delhi-110044

AWARD

The Ministry of Labour by its letter No. L-42012/97/2001 IR (CM-II) Central Government dt. 02-05-2002 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the General Manager, Badarpur Thermal Power Station, New Delhi-110044 in denying the employment to Shri Vijay Kumar Bisht, Peon through them in the office of Secretary, BMCC/DS(OM) though making payment of his wages on vouchers and then suddenly verbally stopping him from services w.e.f. 23-06-2000 is legal and justified? If not, to what relief and benefits he is entitled to.”

The union on behalf of the workman has filed claim statement. In the claim statement it has been stated that the plaintiff workman was appointed as peon on daily wages basis by the BTPS management/respondent and deputed for duties with the Secretary BMCC (Badarpur Management Contract Cell), Ministry of Power, New Delhi on 24-12-1997.

That the plaintiff workman has worked with Secretary, BMCC under the oral instructions of the BTPS management/respondent w.e.f. 24-12-1997 to 23-06-2000 as Peon on daily wage basis and the BTPS management/respondent released the salaries of the plaintiff workman regularly each month

upto the month of November, 2000 only on the basis of the “Absentee Note” issued by the Secretary, BMCC each month on the vouchers of NTPC (National Thermal Power Corporation) BTPS at Badarpur Thermal Power Station, New Delhi upto November, 2000 and thereafter having received the letter dated 17-12-1999 of Shri M. Master Mathan, Hon’ble Member of Parliament (L/S) addressed to Hon’ble Minister of State for Power regarding the regularisation of services of the plaintiff workman, the salaries of the plaintiff workman were not released and also thereafter having received on 26th June, 2000 the notice of conciliation proceedings to be held on 10-07-2000 issued by the ALC(C), New Delhi the plaintiff workman was not allowed to join his duties neither at the office of Secretary, BMCC nor at the office of BTPS at Badarpur Thermal Power Station and the plaintiff workman produced his application under Section 33 (A) of the ID Act, 1947 before the ALC(C), New Delhi on the date of hearing on 10-07-2000.

That the BTPS management/respondent denied the employer/employee relationship between the plaintiff workman and BTPS management respondent and as such the plaintiff workman submitted his application to enforce the attendance of (1) Shri Amarchand, AS (BMCC), Ministry of Power, New Delhi (2) Shri S. K. Jayaswal, DS/Operation and Monitoring Cell, and also Secretary BMCC (3) Shri K. Sitaraman, Under Secretary, Ministry of Power, New Delhi (4) General Manager, BTPS, Badarpur, New Delhi before the ALC(C), New Delhi under Section 11(4) on 28-11-2000 to find out the truth into an inquiry which was being conducted by the ALC(C), New Delhi.

That the BTPS management respondent did not release the salaries of the plaintiff workman on and after the month of November, 2000 and as such the plaintiff workman appeared with this application for the release of his due salaries before the Hon’ble Permanent Lok Adalat, Patiala House, New Delhi where the case was closed by the Hon’ble Permanent Lok Adalat with relying upon the false statement of BTPS management respondent that the matter has already pending for adjudication before the ALC(C), New Delhi and in fact no case for the release of due salaries of the plaintiff workman was pending before the ALC(C), New Delhi.

That having got no relief from the Permanent Lok Adalat, New Delhi regarding release of his due salaries from the BTPS management respondent, the plaintiff workman decided and filed his application under section 33-C (2) of the ID Act, 1947 for the release of his due salaries

in the Court of Shri Pradeep Chaddah, P.O. Labour Court No. IV, Room No. 54, Karkardooma Courts, New Delhi where also the BTPS management respondent wrongly and falsely denied the employer-employee relationship between the parties and Hon'ble Presiding officer did not take into consideration the evidence to prove the employer-employee relationship between the parties on record and dismissed the application of the plaintiff workman.

That the plaintiff workman was in the employment of the BTPS management respondent and was working with the Secretary, BMCC under the instructions of BTPS management/respondent.

That the plaintiff workman was not issued letter of appointment by the BTPS management respondent. However, the salaries of the plaintiff workman was released regularly each month by the BTPS management/respondent up to November, 2000 only on the basis of the "Absentee Note" issued by the Secretary, BMCC each month on the vouchers of NTPC (National Thermal Power Corporation) BTPS at Badarpur Thermal Power Station, New Delhi which is sufficient to prove that the plaintiff workman was working with Secretary, BMCC under the instructions of BTPS management/respondent.

That the plaintiff workman has submitted all documentary evidence in support of the employer-employee relationship between the parties before the Asstt. Labour Commissioner (Central), New Delhi during the conciliation proceedings which were ended in failure only due to adamant behavior of the BTPS management respondent and as such the plaintiff workman has been denied his legal right of his regularization in service as Peon in accordance with the judgements of Hon'ble Supreme Court.

That the BTPS management respondent wrongfully terminated the services of the plaintiff workman during the conciliation proceedings and impleaded the Section 33-A of the Industrial Disputes Act, 1947.

That the BTPS management respondent has been taking false and wrong pleas that there was no employer-employee relationship between the parties and as such conciliation proceedings resulted ended in failure.

That the Central Government is pleased to refer the present dispute before this Hon'ble Tribunal to decide "Whether there was any employer-employee relationship between the parties" and also "whether the plaintiff workman is entitled for the relief asked for."

The plaintiff workman claims as follows :

- A. That the plaintiff workman was in the employment of the respondent management BTPS w.e.f. 24-12-1997 as PEON on daily wage basis and was working with the Secretary, BMCC under the instruction of the BTPS the management respondent;
- B. That the plaintiff workman is entitled for his regularization in services as PEON with the BTPS the management respondent in accordance with the Judgement of the Hon'ble Supreme Court;
- C. That the plaintiff workman is entitled for the release of his due salaries from the period of December, 1999 to 23rd June, 2000 which he earned;
- D. That the plaintiff workman is entitled to be treated as spent on duty for the intervening period from 24th June, 2000 to the date of his reinstatement in service as his services were terminated wrongfully by the BTPS management respondent.

That to prove his claim that the plaintiff workman was working in BTPS as peon on daily wage basis, the plaintiff workman is hereby enclosing the documents, which are as follows :

- A. Letter of Shri M. Mathan Hon'ble Member of Parliament (Lok Sabha) addressed to Smt. Jayawanti Mehta, the Hon'ble Minister of State for Power, New Delhi-110001 to regularise the services of the plaintiff workman in BTPS.
- B. Letter of Smt. Jayawanti Mehta, the Hon'ble Minister of State for Power, New Delhi-110001 addressed to Shri M. Master Mathan Hon'ble Member of Parliament (Lok Sabha) informing him regarding regularisation the services of plaintiff workman as peon in BTPS that "Please refer to your letter dated 17th December, 1999 regarding regularisation of the services of Shri Vijay Kumar Bisht, working as Peon in Badarpur Thermal Power Station (NTPC) on daily wages. The matter was taken up with NTPC/BTPS and they have informed that there is no requirement in his category on regular establishment at present. Whenever, there will be specific job

notification by NTPC to the local employment exchange, it may be possible for the project authorities to consider his candidature as per rules subject to eligibility/requirements. However, Shri Bisht may be advised to get his name registered with the Employment Exchange.

- C. Copies of eight letters of BMCC requesting therein to SO ADMN. III to issue the temporary pass to plaintiff workman;
- D. Copies of twenty-three absentee notes issued by BMCC regarding plaintiff workman for the release of his salaries.

That the services of the plaintiff workman have been terminated wrongfully by the respondent management.

That the salaries of the plaintiff workman, which he earned during the period of December, 1999 to 23rd June, 2000 have been withheld by the respondent management wrongfully.

That the right of regularisation in services as peon as per judgement of Hon'ble Supreme Court of the plaintiff workman has been denied by the respondent management wrongfully.

The management has filed written statement. In the written statement it has been stated that it is the case of the plaintiff that he was serving in the office of Ministry of Power, Govt. of India, however, the plaintiff has not made the Union of India a party to the present proceedings. It is stated that Union of India is a necessary party to the present proceedings in the light of allegations made in the statement of claim and non-impleadment of Union of India as a party vitiates these proceedings. The statement of claim is liable to be rejected on this short ground alone.

That the present statement of claim is absolutely vexatious and mala fide. It is based on false and fabricated documents. The plaintiff has already filed a number of other proceedings against the respondent in respect of the same matter which have been dismissed being without any merit. As such the statement of claim is liable to be rejected on this short ground alone.

That the plaintiff was neither employed by the respondent as a workman (peon) nor has he ever served in any such capacity with the respondents BTPS. The

respondent has also never deputed/posted by the respondent/management to the office of Secretary, BMCC, New Delhi. The plaintiff has neither produced any appointment letter nor any posting/deputation order posting him at the office of Secretary, BMCC as alleged. It is categorically denied that there is any employer-employee relationship between the plaintiff and the respondent.

That it would be relevant to mention here that as per the prevailing practice in the respondent/corporation whenever an appointment is made, the person so appointed is being given a permanent staff number, letter of appointment which indicate his place of posting etc. But in the present case, the applicant/complainant has not filed any such document to establish the veracity of his statement.

On the contrary the allegation with regard to the appointment as made by the plaintiff are absolutely vague and lacking in material particulars. Though the plaintiff admits and alleges that he was serving in the office of Secretary, BMCC, under the Union of India, however, he was surprising failed to implead the Union of India or to raise any claim against them in these proceedings.

It is categorically denied that there is any employee-employer relationship between the plaintiff and the respondent management. It is categorically denied that the answering respondent ever made any payment to the plaintiff. There is also no question of discontinuance of the services of the plaintiff for any such alleged reasons or in any such alleged manner when the plaintiff was not even employed by the respondent at any time whatsoever. The contents of para under reply are not only vague in respect of material particulars but the same are self contradictory as well.

It is denied that the plaintiff has worked with Secretary, BMCC under any oral instructions of the BTPS, management/respondent w.e.f. 24-12-1997 to 23-06-2000 as peon or otherwise. It is denied that the respondent released/paid any salary to the plaintiff for any such period from 24-12-1997 to November 2000 or in any such manner on the basis of any "absentee note" issued by Secretary, BMCC each month on the vouchers of NTPC/BTPS. It is denied that the Secretary, BMCC has issued any absentee notes to the BTPS. It is denied that any letter dated 17-12-1999 of Shri M. Master Mathan was ever addressed to or received by the respondent. It is also denied that any such letter was written by Shri M. Mathan or addressed to the Hon'ble

Minister of State for Power. There can be no question of regularization of the services of the plaintiff with the respondent as the plaintiff was never employed by the respondent. It is stated that the respondent have no notice of any such alleged correspondence and categorically denies the same. It is beyond comprehension as to why any member of Parliament would try to interfere in or influence any government agency in the matter of recruitment of a peon, more so, when such matters are to be governed by the rules and regularizations of the concerned organization. It appears that the plaintiff has fabricated some letters. The plaintiff be put to strict proof of his allegations.

It is submitted that no copy of any such application was ever provided by the plaintiff to the respondent. The respondent therefore denied these allegations for want of knowledge. Any way this is a matter of record which may be ascertained with reference to the records as maintained by the ALC(C), New Delhi.

That the respondent never paid any salary to the plaintiff and therefore it is a misrepresentation of facts for the plaintiff to allege that the salary of the plaintiff was not released by the respondent on and after the month of November 2000. As regards the moving of application and appearance of the workman before the Permanent Lok Adalat, Patiala House, New Delhi, it is stated that the respondents have appeared and placed the true facts before the said forum which has been pleased to dismiss the application of the plaintiff as being baseless. It is denied that any false was made by the respondent before the said forum.

No appointment letter was issued to the plaintiff by the respondent as he was never employed by them. It is denied that the salaries of the workman were released regularly by the respondent up to November 2000 on the basis of any "absentee notes" issued by Secretary, BMCC each month of vouchers of NTPC/BTPS as alleged. The respondent denied that any such absentee note were issued by Secretary, BMCC or received by NTPC/BTPS or that the respondent released any salary to the plaintiff on any vouchers on such basis. The respondent denied each and every allegation in the para under reply. Detail submissions have already been made in the preceding paras which may be referred to. It is submitted that the claim of the plaintiff is based on false and fabricated documents manipulated by him which do not prove anything. The plaintiff be put to strict proof of his allegations.

As already stated that all the alleged documentary evidence referred to and allegedly produced by the plaintiff are false and fabricated. It is denied that the conciliation proceedings have failed due to any adamant behaviour of the respondent. The respondent have stated the true facts. It is denied that the plaintiff has been denied any legal right of regularization in service as a peon with the respondent. It is submitted that plaintiff cannot get employment with the respondent on the basis of false and fabricated documents in such manner. The conduct of plaintiff is depreciable to say the least.

It is denied that the workman is entitled to be treated as spent on duty for the period from 24-06-2000 till reinstatement. It is denied that the plaintiff is entitled for reinstatement in service or that his services were wrongfully terminated by the respondent.

Detailed submissions of the respondent may kindly be referred to. The statement of claim is liable to be dismissed as there was no employer-employee relationship between the parties and therefore there was no question of wrongful termination of the plaintiff by the respondent.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he worked with Secretary, BMCC under oral instructions of the BTPS management of the respondent w.e.f. 24-12-1997 to 23-06-2000 as Peon on daily wages basis and the BTPS management released the salary of the plaintiff workman regularly each month upto the month of November 2000 only on the basis of absentee note issued by the Secretary, BMCC each month on vouchers of NTPC/BTPS at Badarpur Thermal Power Station, New Delhi upto November 2000 and thereafter he stopped payment.

It is the duty of the workman to prove the averments of his claim statement. The workman has not filed any documents regarding payment made by the management to him. His case is that he worked with Secretary, BMCC

but he has not made Union of India a party to the claim. The Union of India is a necessary party.

It was further submitted from the side of the workman that Shri K. Sitaraman, AS (BMCC) issued letter on 09-01-1998, 03-04-1998, 05-11-1998, 14-01-1999, 05-04-1999, 09-06-1999, 10-08-1999 & 23-03-2000 for issuing passport to the workman. The workman has not filed any gate pass or entry pass. It was submitted from the side of the management that no gate pass or entry pass has been issued to the workman. The workman has filed photocopies of the above letters and he has to prove the authenticity of the letters. Photocopies are not admissible in evidence. These letters have purportedly been issued by Government of India, Ministry of Power. The Government of India, Ministry of Power is not a party to the claim. As such these photocopies of these letters have not been proved by the workman.

It was submitted from the side of the workman that Government of India, Ministry of Power has written absentee note on several dates and the workman has received payment on the basis of absentee notes. Absentee Notes have been signed by PA to Secretary, BMCC. These absentee notes have not been proved by the workman. The initial burden was on the workman to prove that absentee notes have been sent by Government of India, Ministry of Power by PS to GM, BTPS, Badarpur but the workman produced no witness to prove the absentee notes B-18 to B-43. So it cannot be said that the absentee notes have been sent by PA Secretary, BMCC. The workman applicant has not filed any other document except request for gate pass and absentee notes. These documents have been issued by PA to Secretary, BMCC but the workman has absolutely failed to produce the author of these letters (request for issue of temporary pass and absentee note). So these papers are not proved and they are waste papers. No reliance can be placed on photocopies filed by the workman when it is not admitted to the management.

It was submitted from the side of the management that the workman has admitted in his cross-examination that he has filed no proof regarding payment and appointment letters given by the BTPS to the workman. The workman has also failed to prove that the respondent BTPS has deputed him to work with the Secretary, BMCC. He has also failed to prove that payment have been made by the BTPS.

It was further submitted from the side of the management/respondent that the workman has worked with the Secretary, BMCC, GOI, Ministry of Power. So Union of India is the necessary party but the Union of India has not been made a party to this case and photocopies filed by the workman B-10 to B-43 are not proved. If these documents are not credible the case of the workman cannot be proved on the basis of his affidavit only.

The workman has filed affidavit to the effect that he was deputed by the BTPS to the Secretary, BMCC to work with him and he has worked with him from 24-12-1997 to 23-06-2000. These are the averments of the claim and the initial burden was on him to prove that he was deputed by the BTPS to work with the Secretary, BMCC. It cannot be deemed proved merely on his affidavit as the management has denied this fact in its own affidavit. In case there are clear denial from both the sides it was necessary for the workman to adduce evidence and to produce some documents to prove his case but he has not produced any other witness except himself and he has not filed any documents to substantiate his claim.

It was further submitted from the side of the management that in the absence of any documentary proof it couldn't even be inferred that the workman was deputed by the BTPS to work with the Secretary, BMCC. He has worked with the Secretary BMCC so he should have produced him. There is no oral evidence to prove this fact. It was further submitted from the side of the management that Union of India was necessary party as the workman has allegedly worked with the Secretary, BTPS but Union of India is not a party in this case. The workman has miserably failed to prove that he worked with the Secretary, BMCC from 14-12-1997 to 23-06-2000. He has not proved that he has worked for 240 days so Section 25F of the ID Act, 1947 is not attracted.

The reference is replied thus :—

The action of the General Manager, Badarpur Thermal Power Station, New Delhi-110044 in denying the employment to Shri Vijay Kumar Bisht, Peon through them in the office of Secretary, BMCC/DS (OM) though making payment of his wages on vouchers and then suddenly verbally stopping him from services w.e.f. 23-06-2000 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Dated : 31-03-2006.

R. N. RAI, Presiding Officer

State : Jharkhand. : Industry : Coal.

Dated, the 7th March, 2006.

AWARD

By Order No. L-20012(257)/93-I.R. (Coal-I) dated 25/27-7-1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether Miss Rajni Kandulna, Sweeper (workman) employed as Sweeper from 1-8-91 to 29-6-92 through contractor is entitled for re-instatement w.e.f. 30-6-92 and regularisation of service w.e.f. 1-8-91 and payment of Category-I wages as per NCWA-IV w.e.f. 1-8-91 as sweeping in prohibited category of work under Sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970? If not, to what relief of workman is entitled?”

2. The case of the workman is that she was working in Darbhanga House Headquarters of M/s. S.C.C. Ltd. as a Sweeper for cleaning and sweeping office buildings and toilets located in main office building at Darbhanga House as contract labourer. There were several other contract labourers similarly employed as sweepers for doing cleaning and sweeping job. According to her, their work was being supervised by the officer of the management and all materials for the sweeping jobs were also supplied by the management of CCL. She was paid fixed consolidated wage of Rs. 20.25 per working day from 1-8-91 till 30-6-92 without any other facilities like medical facility, leave etc. According to her, the so-called contractor was a fake one. The contractor had not taken any licence as required under Sec. 12 of the Contract Labour (Regulation & Abolition) Act, 1970 and the management of CCL not registered themselves as Principal Employer under Sec. 7 of the said Act. There was no tender notice, no tender, no work order and no agreement with the so-called contractor. The attendance of the contract labour employed as sweeper was being taken by the Sanitary Inspector in addition to supervision of their deputed work and in his absence by the Zamadar on duty used to supervise her work. The departmental sweepers were enjoying the prescribed wages and other benefits of Category-I as per NCWA. But the concerned workman, Rajni Kandulna was not being paid pay and benefits as that of the departmental sweeper. The concerned workman has put in continuous service as Sweeper from 1-8-91 to 30-6-93. Therefore she is entitled to be regularised as Category-I as per NCWA-IV with other benefits as that of the permanent sweeper doing same and similar nature of job. As a matter of fact she has claimed that she is the employee of M/s. CCL.

3. The case of the management, on the other hand, is that the reference is bad in law and there is no industrial dispute within the meaning of Sec. 2(k) of the Industrial Disputes Act and the reference has been made by the appropriate Government without application of mind. According to the management, the management has got its own permanent sweepers who are doing the job of sweeping and cleaning at Darbhanga House, but the management occasionally, when there is accumulation of garbage, engages contractor in order to lift the garbage

and transport, the same to the dumping ground of the Municipality. According to the management, Rajni Kandulna was employed by Dhrub Jyoti Enterprises for only lifting of garbages that also for a very brief and temporary period. Since there is no relationship of employer—employee between the management and the concerned workman the reference is bad and she is not entitled to any relief. The sponsoring union has mentioned that the work of sweeping and cleaning is of permanent and perennial nature of job and is of prohibited category in which no contractor can be engaged. The management has submitted that the entire sweeping and cleaning job does not come within the prohibited category. Only cleaning and sweeping in a building has been prohibited to be executed by contractor.

4. Keeping in view the claim and counter claim of the concerned workman and the management the first question to be decided is whether there is relationship of employee and employer between the concerned workman and the management of CCL? If so, is the concerned workman entitled for regularisation and payment of wages as claimed by her.

5. In order to prove that there is relationship of employer and employee between the management and the concerned workman, the sponsoring union has examined WW-1-A.B. Ekka who is an employee of C.C. Ltd., posted as Driver, Darbhanga House, Headquarters of M/s. C.C.L. since 1974 and he has clearly stated that the concerned workman, Rajni Kandulna, was employed by M/s. CCL for cleaning and sweeping job of office and her work was being supervised by the Sanitary Inspector and Jamadar of the management. He has categorically denied that she was engaged for lifting garbages on Municipality Vehicle and has asserted that she was engaged by the office for cleaning and sweeping job. Besides WW-1, Miss Rajni Kandulna has also supported her case and she had brought on record an affidavit sworn by her as Ext. W-1. The last witness of the concerned workman is WW-3—Andhris Aind, a retired worker of M/s. C.C.L. He has stated that he had seen the concerned workman discharging cleaning and sweeping job in the main office building of CCL Headquarters at Darbhanga House. Even the management's witness MW-I has admitted that the concerned workman was engaged as sweeper for sweeping and cleaning job in view of shortage of departmental sweeper. However, he has stated that she was engaged through a contractor, Dhrub Jyoti Enterprises for a brief period i.e. during the season of 'Pathjhar'. However, the management has not filed any paper to show that any work order was issued, to the alleged contractor, Dhrub Jyoti Enterprises nor they have filed any paper to show that Dhrub Jyoti Contractor was engaged by the management only for a brief period for cleaning and sweeping outside the premises of the building during the season of 'Pathjhar'. The management has not filed even any licence of the said contractor under the provision of Contract Labour (Regulation & Abolition) Act, 1970 as required under Sec. 12 nor has filed any certificate of registration showing CCL was registered as Principal Employer under Sec. 7 of the said Act during the relevant period. The management has however filed xerox copy of

registration certificate which is of the year July, 1992 i.e. after the relevant period. They have filed some contract work awarded to some different persons but they have not filed even a single chit of paper to show that Dhrub Jyoti Enterprises was allotted any work on contract basis for a brief period. The sponsoring union by filing a petition had requested this Tribunal to call for tender register, agreement between the contractor and the management, the work order issued to the contractor and also the attendance register and payment of wages register showing payment of wages, but the management did not file the same nor has given any explanation for not filing the same. In case of a valid contract work there is necessity to issue a tender notice inviting quotation, and in case of acceptance of a quotation an agreement between the contractor and the management and issue of a work order. Since the management of C.C. Ltd. is a Government undertaking they are supposed to maintain register of tender, tender notice, agreement with the contractor and work order issued to the contractor. The management as a Principal Employer is also liable to see that the contractor's labourers get the proper wages and they must fix a place for payment of wages to contract labour and they must witness the payment of wages as required under the provision of Contract Labour (Regulation & Abolition) Act, 1970. But the management instead of producing all the above documents have not filed even a chit of paper which is requirement of a valid contract. Apart from the fact that the management was not registered as Principal employer on the relevant time and the contractor was not also having a valid licence under the said Act. The witness of the management has tried to explain that in case of engagement of labourers below 20 no such licence is required. But neither the contractor has come to say that he was employing less than 20 workmen and the management has not even brought on record the attendance register to establish this fact. On the other hand, the concerned workman has clearly stated that the management engages several contractors for doing similar work of cleaning and sweeping, besides the Headquarters of C.C.L. in the Jawahar Nagar, Headquarters, Air Port and other places and to defeat the provision of law by which the contractor is required to get a licence, they manipulated things in such a manner so as to show less than 19 workmen of contractor for a particular contractor.

6. From the materials on record, I find that the management in the written statement has although denied the employer—employee relationship between the management and the concerned workman and has alleged that the concerned workman is the contract worker engaged by M/s. Dhrub Jyoti, Contractor but has failed to prove any contract work to M/s. Dhrub Jyoti Enterprises. On the other hand, there is ample evidence on record including that all the employees of C.C. Ltd. and witness of the management to prove that the concerned workman was doing sweeping and cleaning job in the office premises of Dharbhanga House Headquarters of CCL which is certainly a prohibited category of job and therefore the concerned workman must be treated to be the direct employee of the management. Further, it appears that entire contract work to M/s. Dhrub Jyoti is nothing but a paper arrangement to

camouflage the real issue. In similar circumstances of the case it has been held by our Apex Court that such workman must be treated to be the workman of the management and for this a reference may be made to the case of S.D. Singh Vs. Reserve Bank of India (1985 Lab. I.C. 1733) and Secretary, Haryana State Electricity Board Vs. Suresh & Others (1999 S.C.C. 601) and Hussainbhai Vs. Alath Factory Thozilali Union & Others (1978 Lab. I.C. 1264).

7. Therefore, I find that Miss Rajni Kandula was engaged as sweeper for sweeping and cleaning and dusting of the office and building of Darbhanga House Headquarters of M/s.C.C. Ltd. from 1-8-91 to 29-6-92 i.e. more than 240 days and thereafter she was denied employment without compliance of the provision of I.D. Act. The work of sweeping and cleaning is permanent and perennial nature of work. Not only this she was not even paid equal wages as that of the permanent sweeper of the management. As per NCWA-III & IV there is agreement between the management and authorised union that the management will not engage contractor in permanent and perennial nature of job and also in prohibited category of job but the management is rather violating the agreement as reached in NCWA-III & NCWA-IV. Therefore, the concerned workman is entitled for reinstatement in Category-I, but in the circumstances of the case without any back wages.

8. In the result, I render following award—

That Miss Rajni Kandulna, Sweeper (workman) employed as sweeper from 1-8-91 to 29-6-92 through contractor is entitled for reinstatement and regularisation in Category-I as per NCWA-IV, as she was engaged in prohibited category of work as contract labour, but in the circumstances of the case she will not get any back wages. The management is directed to regularise the concerned workman, Rajni Kandulna as Sweeper in Category-I and pay wages as per NCWA-IV or NCWAs which is enforced at the present moment within 30 days from the date of publication of the award, failing which the concerned workman shall be entitled for payment of wages of Category-I as per the latest NCWA from the date of expiry of said 30 days.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2006

का. आ. 1655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ब्रिटिश एअरवेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 67/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2006 को प्राप्त हुआ था।

[सं. एल-11012/23/2003-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 6th April, 2006

S.O. 1655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 67/2003 of the Central Government Industrial Tribunal/Labour Court, New Delhi-II now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of British Airways and their workmen, which was received by the Central Government on 4-4-2006

[No. L-11012/23/2003-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai. I.D. No. 67/2003

In the Matter of :—

Shri R.C. Verma & Ors.,
R/o. A-129, Aayanagar Colony,
Phase-I, New Delhi-47.

Versus

British Airways,
1st Floor Public Amenities Building,
Cargo Terminal,
IGI Airport, New Delhi-37.

AWARD

The Ministry of Labour by its letter No. L-11012/23/2003 IR (C-I) Central Government Dt. 02-05-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of British Airways in terminating the eight workmen (as per list) from service w.e.f. 17-01-2003 and not regularizing their services is just and fair? If not to what relief are the workmen entitled and from what date?”

The workmen applicants have filed claim statement. In the claim statement it has been stated that the workmen herein are employees of the management of British Airways, (hereinafter referred as the Management) and have been working with the management for the last many years. The particulars of the workmen along with their employment numbers are given in Annexure-A. The said workmen are represented by their union, BA Security Agents Employees Union and five fellow co-workers Shri R.C. Verma, Shri Neeraj Saxena, Shri Ayachit Vashisht, Shri M.P. Sharma and Shri Baldev Singh who have been duly authorised in the meeting of the workmen held on 23-08-2002. Otherwise also it is submitted that this reference concerns all the workmen in the category employed by the management as security agents and is therefore in the nature of a general demand. That the management is a body corporate and is

involved in the business of running of an Airline known as British Airways. The said Airline operates flights all over the world including from and to New Delhi. Flights of the said Airlines regularly land and take off from the Indira Gandhi International Airport, New Delhi.

That the workmen herein are all the employees of the Management having been employed by the management as Security Agents since October 1, 2000. However, the management preferred to appoint the workmen as Security Agents purportedly vide contracts of employment, dated 30-09-2000 that was affected from 1st October, 2000 to 30th September, 2001. The workmen prior to their appointment as Security Agents were given training known as security level 1 and 2 training in August 2000. The management thereafter issued certificates to the workmen for having undertaken and completed the said training successfully. The workmen were trained in X-ray and hand search to be deployed for the checking of Cargo loading and unloading at the Airport on the management Airline.

That the workmen after their training were employed as Security Agents with the British Airways World Cargo based at the IGI Airport for the purposes of checking Cargo that was loaded on to the aircrafts of the management. The workmen were employed at a consolidated Salary of Rs. 10,000/- per month. They are given only 15 days leave throughout the year, which is also in violation of law. The management, however, deducted Provident Fund of the workmen although the same was not part of the terms and conditions of the contract of employment as the workmen drew salary in excess of the limit prescribed under the Employees Provident Fund and Miscellaneous Provisions Act. The contract of employment, however, specifically states that the workmen are full time employees of the management and they are restricted from undertaking any business, work or public office on payment or otherwise.

The said so-called contract of employment was renewed by the management by giving another contract of employment on the same terms commencing from 01-10-2001 to 30-09-2002. The Job performed by the workmen is of a nature, which is regular, permanent and perennial in nature and lasts throughout the year. The job performed by the workmen is also such that the management would have done if it wants to run an Airline in India. The job of Security Checking of Cargo by the Airlines is mandatory under the directions of the Bureau of Civil Aviation Security. Under the same directions it is mandatory for the management Airlines to have the task of Security Checking done by its own staff and not through any outside agency. It is pertinent to point out here that it was in compliance of this requirement of the Bureau of Civil Aviation Security only that in the year 2000 the management had to start employing Security Agents directly. It is submitted that the management was earlier on having this job performed by outside agencies but under the directions of the Bureau of Civil Aviation Security, the management had to recruit the security staff directly. Further the management has thereafter in September 2000 itself certified to the Bureau of Civil Aviation Security that it is not engaging any agency but has appointed its own staff. The management has

further given the names of the workmen concerned herein as the persons performing the security job and it was on that basis only that the entry pass of the workmen was made by the BCAS.

That even though the job being performed by the workmen was of perennial and permanent nature on which regular employees had to be employed, the management Airline was chose to employ workman on non-permanent basis. The management continued employee the workmen as temporary and non-permanent in order to deprive them of their pay, perks and status, which they are entitled to as regular employees of the management. The management further not regularized the services of the workmen because it wanted to keep a feeling of insecurity amongst the workmen so that they do not demand their rights and better facilities. The action of the management clearly amounts to and smacks of unfair labour practices, which are prohibited by the Industrial Dispute Act, 1947 and the various judgements of the Hon'ble Supreme Court and the High Courts. The action of the management also amounts to having the regular nature of work performed by casual staff, which has been decried by the courts time and again.

That the workmen herein were never aware of their rights that the so-called contract of employment not only was in clear violation of the Labour Laws but also made a mockery of the protection sought to be afforded to the workmen under it. However, once the workmen became aware of their rights they in mid 2002 started to repeatedly approach the management with the demand that their services be regularized on this post of Security Agents and that they be paid the same pay and perks as given to other class 3 employees of the management. The workmen approached Shri Basu, Sr. Customer Services Executive and the immediate superior of the workmen and thereafter they also approached Shri Baba Diwani, Area Manager, South Asia and Middle East Asia and thereafter they approached Shri Cyril Daniels, the Human Resources Manager in the management requesting them to regularize the services of the workmen. However, the pleas and representations of the workmen fell on deaf ears and the management refused in no uncertain terms to regularise their services thereby preferring to follow the system of employing persons on non-permanent basis that were basically employed on a regular nature of job. In September 2002 the workmen herein raised an Industrial Dispute before the Labour Commissioner, (Central), New Delhi with an application under Section 33 of the ID Act, 1947.

As no orders were passed by the Conciliation Officer on the application under Section 33 of the ID Act, 1947 the workmen approached the Hon'ble High Court of Delhi in Writ Petition and the Hon'ble Delhi High Court was pleased to stay the termination of services of the workmen. The Writ petition was disposed off on 15-01-2003 with the directions that the Conciliation Officer would deal with the application under Section 33 of ID Act, 1947 and the Hon'ble High Court fixed the date for 20-01-2003 before the Conciliation Officer. The management however terminated the services of the workmen on 17-01-2003 itself even

before the conciliation officer could deal with the matter. It is pertinent to point out that the termination of services of the workmen took place during the pendency of the conciliation proceedings. The workmen thereafter participated in the Industrial Dispute claiming reinstatement and regularization. The workmen have also filed an application under Section 31 of the ID Act, 1947 for the prosecution of the management.

That as the work being done by the workmen was permanent and perennial in nature the management immediately on terminating the present workmen employed 9 other security staff in the place of the present 8 workmen. It is submitted that the management has employed the following 9 workmen : Mr. Kavish, Mr. Prashant, Mr. Santosh Kumar, Mr. Vinod Kumar Singh, Mr. Naveen Sharma, Mr. Rakesh Yadav, Mr. Ritesh Sharma, Mr. Parveen Kumar, Mr. Vikrant Veer Singh.

That the termination of services of the claimant workmen with the simultaneous employment of another set of workmen in the place of the claimant workmen is illegal, arbitrary and malafide. The management has tried to justify the termination of services of the workmen by paying the workmen retrenchment compensation. It is submitted that this is not a case of termination simpliciter as covered by Section 25F of the ID Act, 1947 and the payment of the retrenchment compensation does not give legal sanctity to the action of the management in terminating the services of the claimant workmen. It is further submitted that neither does the contract of the claimant workmen come within the exemption granted under Section 2(o) (bb) of the ID Act, 1947 as the work on which the workmen are employed continues to be present even to day as the management has hired fresh workmen in the place of the claimant workmen to under take the same job. The action of the management is therefore violative of even Section 25(G) & (H) of the ID Act, 1947. It is submitted that in the present case the workmen have been employed on contractual basis on a permanent and fixed nature of job and thereafter their services have been terminated. After terminating the services of the claimant workmen the management has appointed 9 more persons on the same post for doing the same work that the claimant workmen were doing. It is submitted that in the circumstances the termination of services of the workmen is bad, illegal and against all the established norms and cannons of established labour jurisprudence. The workmen are therefore entitled to be reinstated with back wages and also regularized as security agents at this post.

The workmen were regular employees of the management performing regular duties necessary for the operation of an Airline and they are therefore entitled to be regularized as such by the management as permanent employees (security agents) getting the same pay and perks comparable with other class 3 employees of the management.

That the job performed by the workmen herein is similar to that of the class 3 employees of the management and in particular to the job performed by Grade C Cargo Assistant, who are performing basically clerical functions.

The educational qualifications of the Grade C Cargo Assistant and that of the Security Agents is also the same. The job responsibility and functionality of the Grade C Cargo Assistant and that of the Security Agents is also the same. The two posts are therefore entitled in law to be treated at par, however the management is paying the Grade C Cargo Assistant a total package of more than Rs. 25,000. The workmen herein are therefore entitled to parity of employment with Grade C Cargo Assistant. It is submitted that the workmen are the lowest paid staff of the management whereas through out the Airlines trade and amongst all the Airlines functioning at the IGI Airport the Security Staff is placed at a rung higher than the Cargo Assistant. It is submitted that without prejudice even as per the principle of one region one industry the workmen are entitled to get at least the same wages and benefits as the Grade C Cargo Assistants.

That the said action of the management to employee the workmen on non-payment basis, terminate their services during the pendency of the conciliation proceedings and hiring new workmen in the place of the claimant workmen is unconscionable and against the established principles of labour jurisprudence besides amounting to be an unfair labour practice under section 2-ra read with Section 25-T and U of the ID Act. As the said action amounts to unfair labour practice is cannot be allowed to be perpetuated further and the said action of the management in terminating the workmen in such a way is liable to be struck down with a direction to the management to treat the workmen with full back wages since 17-01-2003 and to treat the claimant workmen as regular employees of the management since their initial date of employment.

The management has filed written statement. In the written statement it has been stated that the instant proceedings have been filed simply as a means of coercion, pressure and undue influence to force the management of Respondent No. 2 i.e. British Airways to settle with the petitioner's putative members and to grant them benefits which are simply not available in circumstances where they were fully aware of the fixed term nature of their contracts. The said persons/workmen have chosen to raise a dispute regardless of the express terms of contracts signed by each of them in circumstances clearly disclosed and following a system (fixed term employment) that has statutory recognition. The background relating to the employment of the instant workmen is pertinent and is set out below.

The workmen were taken on fixed term contracts from 1st October, 2001 to 30th September, 2002. The said contracts were initially for a period of one year and they were renewed for a further period of one year i.e. from 1st October, 2001 to 30th September 2002. While envisaging that their employment was coming to an end, in September 2002, the concerned workmen filed a Writ Petition being W.P. Civil No. 6210 of 2002 which was listed before the Hon'ble High Court. A stay was granted by the Hon'ble High Court which was vacated on 15th January, 2003 and the relevant Writ Petition was disposed of leaving the matter to be decided by conciliation and through the procedure established by law under the Industrial Disputes Act, 1947.

Since the conditions of service as contained in the appointment letters themselves prescribed that the employment ended on the dates when the contracts would have expired by efflux of time (which contracts had only been extended for a period of the stay order granted by the Hon'ble High Court), the respondents/management issued letters of discharge to the relevant workmen stating that upon Writ Petition No. 6210 of 2002 having been disposed of, their employment came to an end. An amount equivalent to retrenchment compensation was paid to the concerned workmen at the time of their services being terminated notwithstanding the fact that they were not entitled to any retrenchment compensation as they had (admittedly) been engaged on fixed term employment contracts.

The instant case concerns fixed term employees who were hired for a specific fixed period of time i.e. one year. Their employment was extended for one year on the same terms with the express condition that their employment would automatically cease on a specified date i.e. upon the expiry of the contracts. The employees approached the hon'ble Delhi High Court for relief under Writ Petition No. 6210 of 2002 and pursuant to an interim stay, the management was constrained to retain the relevant employees until the writ petition was disposed of. The said Writ Petition was disposed off on 15th January, 2003. As a consequence of the disposal of that Writ Petition the employees were immediately left with contracts of employment that had already lapsed and as a consequence, they were issued with letters of discharge. It was stated that under the terms and conditions of their employment they were relieved from service.

It is pertinent to mention that the Government of India through the Bureau of Civil Aviation Security (BACS) issued an AVSEC Order No. 1 of 2002 calling for X-ray screening of international cargo. A true copy of BACS order dated 14th February 2002 is annexed hereto and marked as Annexure-M1. As can be seen from that order, in paragraph 3 thereof the old system was for cargo consignments to be subjected to 24 hours "cooling off". This was supposed/proposed to be changed with effect from 1st June 2002 to impose X-ray screening as a requirement and X-ray machines were to be handled by trained security staff of the concerned airlines or certain other agencies. It was (and is) permissible to employ trained security staff of Airports Authority of India/Air India/Indian Airlines or of the concerned airlines itself.

The above mentioned AVSEC Order No. 1 of 2002 was not brought into operation due to practical problems faced by the airlines and for the reason that most of the airlines have expected this role of be performed by the Government of India itself. The airlines difficulties and views were expressed in various meetings consequent to which circulars were issued on 24th May, 2002, 25th September, 2002, 13th December 2002 and 2nd May, 2003 extending the deadline originally imposed by the order dated 14th February 2002. The deadline was first extended from 1st June 2002 to 1st October, 2002, it was then extended to 1st January 2003. On 13th December, 2002 it was extended to 30th June, 2003 and finally on 2nd May 2003 it was extended

from 1st July, 2003 to 31st December, 2003. True copies of the relevant circulars dated 24th May, 2002, 25th September, 2002, 13th December, 2002 and 2nd May 2003 extending the aforesaid deadline are annexed hereto and marked Annexure M2 Colly. The net effect of the relevant circulars and other circumstances/circulars/orders has been status quo ante i.e. the position when cooling off was an accepted form of security right up to 2004 and even as of today the requirement is not determined.

It is apparent from the foregoing that the entire situation relating to aviation security and particularly relating to X-ray cargo screening has been in a state of flux. This is further reflected in a circular relating to passenger baggage X-ray which was recently decided to be shifted over to being handled not by the airlines any longer but by the Indian Airlines Limited (IAL). The letter in this regard was issued as recently as 6th November, 2003 and a true copy of the same is annexed hereto and marked Annexure M3.

Various Steps have been taken by the Government of India to bring the security functions within the purview of either the CISF or another Central Force that would handle security screening of all cargo hereafter, and it is expected that as a consequence security agents employed by the airlines would be left with no employment or would have to be discharged even if permanent positions are created in the interregnum.

In view of the unclear situation relating to aviation security and so as to determine how best to handle cargo security, the respondent management elected to engage the services the relevant security agents on fixed term employment contracts. The said management recruited the relevant fixed term employees who agree to work in the relevant position for only one year (or in the case of the concerned persons/workmen in this case an extended period of two years). The entire purpose of the fixed term contract in this case being special, it was inter alia aimed to meet a situation which was not static and a requirement that could not be accurately forecast due to the nature of the security requirement at the relevant time.

The management/respondent has been further advised that the Government of India's intentions have recently been the subject of discussion with Air India. The matter is still in a state of flux and is under consideration by the Bureau of Civil Aviation Security (BCAS) and it is expected that steps would be taken for a single agency to take over the very functions exercised by the workmen/persons purportedly represented by the petitioner.

The fact that the policy of the Government of India and in particular that the Bureau of Civil Aviation Security is in a state of flux i.e. it is uncertain undergoing change and is still likely to result in a central agency for screening cargo consignments etc. is apparent from matters that have been discussed at various meetings including one on 17th January, 2004 when representatives from various Airlines were present and the possibility of a common agency for screening of cargo was discussed. A decision regarding the same from Airports Authority of India and Bureau of

Civil Aviation Security is awaited. In this connection, the Bureau of Civil Aviation Security has also very recently issued a letter addressed to various officials of the CISF, Airport Authority of India etc. which had also been disclosed to the concerned security personnel of the airlines. That letter provides for the potential deployment of the Central Industrial Security Force and thus reflects the changing situation with regard to security at the airports as explained above and which has been the cause of the non-permanent status of the security agents engaged by the management. The relevant letter has been initially made available (without its enclosure) to respondent No. 2 and provides as follows :

"As per the existing policy, screening of courier bags/cargo, consignment is the responsibility of airlines. The deployment of CISF for screening of courier/cargo consignment envisages a change in the existing policy. Therefore, it is for consideration that a decision on this issue may be taken in consultation with MHA, IB and national carriers and necessary directions issued. Accordingly necessary changes if any will also have to be made in the charter of duties CISF and their S.O.P."

British Airways internal requirement and the potential for engaging an outside agency such as Airports Authority of India, Air India or Indian Airlines to handle the work of the relevant workmen if the relevant task required one agency and/or if the relevant authorised agencies were in a better position to handle the security function.

Orders and directives of the Government of India through the Bureau of Civil Aviation Security whereby the process of X-ray screening and the people who will be responsible for it is still in a state of flux. Letters/circulars indicating the function is likely to be taken over by one agency designated by the Central Government.

That contracts of employment by which the employees were taken on fixed term contracts were consensual and the relevant persons were (admittedly) fully aware of the fact that their contracts would lapse/expire on a specific date.

The provisions of the ID Act, 1947 favour the answering respondent/management insofar as there is express provision made for such fixed term contracts (and their non-renewal) in Section 2(oo)(bb) as also in various judgement of the Hon'ble High Courts and the Hon'ble Supreme Court of India.

In view of the foregoing facts, it is submitted that the action of the management in discharging the workmen is just and fair and in accordance with law.

It is pertinent to mention that notwithstanding the pendency of these proceedings, the workmen (or one/some of them) have also filed a fresh writ petition numbered as W.P. (C) 8372 of 2003 through the B.A. Security Agents Employees Union seeking relief from the Hon'ble High Court of Delhi against the Labour Commissioner seeking that he make a complaint under Section 34 of the Act against the management's managerial employees. The proceedings

have been initiated by the claimants merely to harass the management in circumstances where they were clearly informed that their engagement was for a fixed period.

The workmen have failed to show anyright in their favour so as to raise the instant industrial dispute in the facts and circumstances of this case. The present case is clearly covered by section 2(oo) (bb) of the ID Act, 1947. In this regard reference is made to the judgments of the Hon'ble Supreme Court in the cases of *Excorts Limited Versus Presiding Officer and Anr.* (1997, 11 SC 521) and the *State of Rajasthan Versus Rameshwar Lal Gahlot* [1996 (83) AIR 1001 SC].

The present claim of the workmen is not maintainable, as they were engaged on a fixed term contract dated 28th August 2001, which expired on 30th September, 2002. The workmen would have automatically ceased to be employees of the management on 30th September, 2002. However, their services had to be continued on account of a stay order passed by the Hon'ble High Court on 27th September, 2002 in a writ petition No. (6210 of 2002) filed by the workmen. Once the Hon'ble High Court disposed of the said writ petition on the 15th January, 2003, the management was obliged to rely upon the said fixed term employment contract with the workmen in terms of which the employment term of the workmen concluded on 30th September, 2002, and after that there was no employer employee relationship between the parties to the present claim. As the workmen were fixed term employees whose contract of employment had expired on 30th September, 2002, the management issued a discharge letter dated 17th January 2003 to each of the claimants/workmen and relieved them in terms of their employment letters dated 28th August, 2001. The management complied with the notice/compensation provisions of section 25F of the ID Act, 1947 and paid notice pay and retrenchment compensation even though the claimant workmen were not entitled to any retrenchment compensation or notice pay.

The case of the present workmen is squarely covered by section 2 (oo) (bb) of the ID Act, 1947 which excludes in the definition of retrenchment, termination of service of workmen as a result of non-renewal of the contract on its expiry and the same being terminated under a stipulation in that behalf contained therein. The management has not altered the conditions of service of the said workmen applicable to them. On the contrary the management has given effect to the conditions of service applicable to the said workmen i.e. the management has given effect to the employment contract dated 28th August, 2001 which entails automatic termination of the services of the said workmen on 30th September, 2002. The management has also paid compensation/notice pay beyond the terms of the contract as stated above.

The present claim is liable to be dismissed as after 30th September, 2002 there is/was no employer employee relationship between the parties to the present claim due to the automatic termination of the employment contract dated 28th August, 2001. It is well settled law that fixed term employment on the basis of a written contract does not give the concerned employees permanent status. In

order to avoid the consequences of the fixed term employment contract dated 28th August, 2001, the workmen approached the Hon'ble Delhi High Court through a writ petition. The writ proceedings only succeeded in delaying the management from giving effect to the said employment contract due to a stay granted therein. However, the stay order was not made absolute and the parties were referred to the normal dispute resolution machinery under the ID Act, 1947. As stated earlier under the said Act, workmen covered by section 2(oo) (bb) do not acquire permanent status. As the claimant workmen did not acquire permanent status, they are not entitled to the relief claimed. Hence the present claim is liable to be dismissed.

The present claim is liable to be dismissed as the workmen have abused the process of law and the provisions contained in the ID Act, 1947. The workmen have attempted to do something indirectly which they cannot directly do under the said provisions of the ID Act, 1947. Having realised that their employment contracts would end on 30th September, 2002, the workmen have raise an unnecessary dispute before the conciliation officer and also filed writ petition No. 6210 of 2002 and subsequently writ petition No. 8372 of 2003 in the Delhi High Court. Initially they acted in the hope that the pendency of conciliation proceedings would attract the provisions of section 33 and grant them extension in their employment which was not otherwise possible knowing well that court proceedings could easily take a few years.

If the contention of the workmen is accepted, the provisions of Section 2 (oo) (bb) of the ID Act, 1947 would become redundant, as every fixed term employee could initiate conciliation proceedings and then seek protection under section 33 of the ID Act, 1947 and thereby convert a fixed term contract, where the services of said workmen would have expired on a certain day, into a much longer contract, which would subsist at least during the pendency of the conciliation proceedings and thereafter during the pendency of the claim before an Industrial Court on a reference under section 10 of the ID Act, 1947. Such an interpretation of section 2 (oo) (bb) and section 33 of the ID Act, 1947 is not legally tenable and any interpretation that makes section 2 (oo) (bb) redundant has to be discarded on well-recognised principles of Statutory Interpretation.

Apart from the fact that the relevant workmen were taken on fixed term contracts, it is pertinent to mention that British Airways has no post of Security agents and these posts have not been created precisely for the reason that the requirement was not permanent. The ACSEC orders/circulars cited above demonstrate that the situation with regard to aviation security is still in a state of flux. The fixed term employment contract was extended or renewed for a further period of one year due to the exigency of the situation by which the relevant employment created only to meet increased airport security requirements had enhanced by the Bureau of Civil Aviation (BCAS), Government of India and it was (and/is) expected that this increased level of security would be temporary. Even today the requirement of increased security is not considered permanent and is treated as a consequence of the 11th

September, 2001 attacks on the World Trade Centre pursuant to which airports security has been retained at enhanced levels by the Bureau of Civil Aviation Security (BCAS), Government of India. It is further pertinent to state that the relevant security was handled by Indian Airlines before these persons/workmen were taken on. As a result and till today British Airways continues to provide security to meet immediate threat perceptions, but as an airline it has not yet finalised all its policies for Indian Security requirements. It may not be out of place to point out that in view of the imminent privatisation of airports and other policy changes, the management anticipates further standardization and a change in security procedures as well as the likelihood of a Central Force handling security functions. The workmen performed a function necessitated by enhanced security considerations that were extended due to the attacks on the World Trade Centre on 11th September 2001 and the consequent requirement of enhanced security at the airports. However, this requirement for enhanced security requirements imposed on airlines and the airlines managements own internal considerations as also the home country's suggested practices will determine the future policy of each airline towards different aspects of security. The management could not have been expected to create permanent jobs for which it may not have any requirement after some time when the exigency disappeared or if another agency was to take over the role of the concerned security agents.

It was submitted from the side of the workmen that 8 workmen viz. S/Shri R.C. Verma, Neeraj Saxena, Ayachit Vashisht, M.P. Sharma, Baldeo Singh, J.K. Chawla, J.B. Singh and Shri Pawan Das were appointed on 30th September, 2000. Their appointment was a fixed term appointment. This tenure appointment was given to them from 30th September, 2000 to 30th September, 2001 on a consolidated salary of Rs. 10,000/-. It has been provided in their appointment letter that they will be kept on probation and after satisfactory performance during probation period they will be further continued for the tenure mentioned in the appointment letter. The workmen conceded to the terms and conditions of their appointment letter.

It was further submitted that the respondents found the services of these workmen satisfactory and they were given another assignment/fixed term appointment from 1st October, 2001 to 30th September 2002 at enhanced salary of Rs. 13,000/- (Rs. Thirteen Thousand). So the management found them quite efficient and hard working so another fixed term appointment of one more year on inflated wages of Rs. 13,000/- (Rs. Thirteen Thousand) was given to them. The management terminated their services and they approached the Hon'ble High Court and obtained stay order so their services continued upto 16-01-2003 when the stay order was vacated by the Hon'ble High Court the workmen were discharged on 17-01-2003.

It was further submitted that the work is still subsisting and the respondents admittedly have taken 9 persons in their place after advertising the posts and conducting several tests and interview. This indicates that the work is of continuous and perennial in nature. Fixed

term appointment should not be given for continuous and permanent nature of work. The employer adopted methodology of fixed term appointment in colourable exercise of their power. They wanted to get rid of rigours of ID Act and they wanted to deprive the workmen of their rights and benefits under the ID Act so the management misused his power with malafide exercise and in the colourable exercise of their power. The appointment letters are vitiated so far as the conditions of fixed term is concerned.

It was also pointed out that the BCAS issued order No. 1/2000 on 17-01-2000 regarding performance of ground handling and security related functions by unauthorized private agencies. Another letter by BCAS was issued on 14-03-2000 directing all the Airlines not to engage private security personnel contrary to laid down policy and to reflect the staff belonging to other agencies as their own. By letter dated 23-08-2001 BCAS Circular No. 10/2001 directed the respondents that security related functions shall not be entrusted to contractual person or a person who is not working directly on the pay roll of the concerned airlines. It has been also mentioned in this circular that violation relates to legal action.

It was further submitted that in view of these circular letters the management gave the workmen fixed term appointment. These workmen were performing several other functions like sort of Cargo and valuable and handsearch of Cargo. So they were performing several miscellaneous duties other than X-ray screening of International Export Cargo. The BCAS directed on 18-03-2002 to the Airlines to take measure to be an end to unauthorized agencies performing security functions.

It was contended that the respondents engaged these workmen as their own employees in view of all the circular letters issued by the BCAS. The workmen gave a brilliant performance so next term fixed term appointment was given at enhanced wages of Rs. 13,000. The work and discharge of duties of these workmen was absolutely satisfactory. There was no reason why the management has discharged them and has taken 9 others in their place having similar qualifications. They have been also engaged for X-ray screening and the handsearch and they have not specific knowledge or any technical education. The management should have retained them in service at the place of the other 9 men taken in. This act of the management is malafide, arbitrary and unjust. In order to shunt out the workmen the management has given fixed term appointment and has followed the vicious policy of tenure appointment. The appointment letters are lacking in bonafides. If such trend is permitted the un-scrupulous employer in order to shunt out or remove the workers would give fixed term appointment in the garb of non-renewal of contract. The management has resorted to the policy of hire and fire and if such policy is permitted there would be unguided and unfettered power in the hands of the employer and in every case fixed term appointment will be given in contravention of the essential legislations of section 2 (oo) and (bb). The work continues the non-renewal of contract on the face of it is malafide and colourable exercise of power.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that the termination of the services of the workmen amounts to retrenchment under Section 2 (oo) (bb). Section 2 (oo) (bb) is extracted hereunder :—

2 (oo) : Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) : Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry of or such contract being terminated under a stipulation on that behalf continued therein.

It was submitted from the side of the workmen that the work performed by them is perennial in nature. That work is still existing and continuing. The respondents have illegally terminated the services of the present workmen and have appointed 9 others. Security Staff in place of the petitioner workmen. This fact is admitted by both the parties. The Learned Counsel for the workmen drew my attention to *Balbir Singh versus Kurukshetra Central Coop. Bank Ltd. And Anr.* 1990-I-LLJ 443 at 444 (P&H) that "No doubt the intention of parliament in enacting clause (bb) was to exclude certain categories of workers from the term of retrenchment but there is nothing in this clause which allows an outlet to unscrupulous employers to shunt out workers in the garb of non-renewal of their contract even when the work subsists. This clause as a whole has to be construed strictly in favour of the workman as far as possible as to ensure that the Act is implemented in letter and spirit. If the termination is meant to exploit an employee or to increase the bargaining power of the employers, then it has to be excluded from the ambit of clause (bb) and the definition of the term 'retrenchment' has to be given full meaning". "..... It cannot be so interpreted as to enable an employer to resort to the policy of hire and fire and to confer unguided power on the employer to renew or not to renew the contract irrespective of circumstances in which it was entered into or ignore the nature and extent of work for which he was employed."

My attention was drawn to *Bhikku Ram S/o. Shri Lalji Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak* 1996-III LLJ Suppl-1126— "35 From the above, it is clear that terminating of services of a workman, who has worked under an employer for 240 days in a period of twelve months preceding the date of termination of service will ordinarily be declared as void if it is found that the employer has violated the provisions of Section 25 F (a) and (b). If the employer resists the claim of the workman as invokes S. 2 (oo) (bb), burden lies on the employer to show that though the employee has worked for 240 days in twelve months prior to termination of his service, such termination of service cannot be treated as retrenchment because it is in accordance with the terms of the contract of employment. It has also to be shown by the employer that the workman had been employed for a specified work and the job which was being performed by the employee is no more required. Only a bona fide exercise of right by an employer to terminate the service in terms of the contract of employment or for non-renewal of the contract will be covered by clause (bb). If the Court finds that the exercise of rights by the employer is not bona fide or the employer has adopted the methodology of fixed term employment as a conduct or mechanism to frustrate the rights of the workman, the termination of the service will not be covered by the exception contained in clause (bb). Instead the action of the employer will have to be treated as an Act of unfair labour practice, as specified in the fifth schedule of the Act. The various judgments rendered by the different High Courts and by the Supreme Court clearly bring out the principle that only a bona fide exercise of the powers by the employer in cases where the work is of specified nature or where the temporary employee is replaced by a regular employee that the action of the employer will be upheld."

It was further submitted from the side of the workmen that it was held in *Surat Mahila Nagrik Sahakari Bank Limited Versus Mamtaben Mahendrabai Joshi* 2001-II-LLJ 567 (Guj) that "8. In fact clause (bb), which is an exception, is to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for a specific period was genuine. If the work continues the non-renewal of the contract on the fact of it has to be dubbed as malafide. It would be fraud in law if it is interpreted otherwise. In the case before me the vacancies are still available with the Bank. Even the bank had advertised to fill up the same. It cannot be said that the services of the petitioner were terminated due to non-existence of vacancy."

It was further submitted that it has been held in *Dilip Hanumantrao Shirke and Ors. Vs. Zilla Parishad, Yavatmal and Others* 1990 (1) LLJ that "The amended sub-clause (bb) would apply only to such cases where the work ceases with the employment or the post itself ceases to exist or such other analogous cases where the contract of employment is found to be fair."

It was further submitted from the side of the workmen that it has been held in *S. M. Nilajkar and Ors. Vs. Telecom, District Manager, Karnataka* (2003)4 SCC 27 that "13. The

termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied :—

- (1) That the workman was employed in a project or scheme of temporary duration;
- (2) The employment was on a contract, and not as a daily wage-simplicitor, which provided *inter alia* that the employment shall come to an end on the expiry of the scheme or project; and
- (3) The employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract.
- (4) The workman ought to have been apprised or made aware of the above said terms by the employer at the commencement of employment.

It was submitted from the side of the workman that there is nothing on record to show that the workmen were employed due to an increase in security requirements—neither their contracts of employment, nor any subsequent correspondence show the same. Even when, their letters of termination do not advert to any scheme of project of temporary duration or even to the changing security environment. In the circumstances, the management cannot claim protection for its action under Section 2 (oo) (bb). The action of the management is therefore also violative of Section 25 G and H of the ID Act, 1947. The action of the management in employing workmen on a contractual basis on a permanent and fixed job is also illegal.

It was further submitted that the work performed by the workmen herein is similar to the work of Grade C Cargo Assistants. Apart from a denial of the assertion of the workmen that the work is similar, the management has merely stated that Grade C Cargo Assistants are employed after a full recruitment process while the workmen herein were not. No further evidence has been lead as to how the job functions, qualifications etc, of a Grade C Cargo Assistant are different.

It was further submitted that the workmen who had been working with the respondent/management had no choice but to sign the contract that was put to them. In the circumstances, the workmen cannot be held to the terms of the contract. In such a situation the purported fixed term clause in the contract is a sham and a fraud on the workmen and against the edifice of Labour and Industrial jurisprudence. Fixed term contracts in situations such as this are void and unenforceable being opposed to public policy. That the work being performed by the workmen is permanent and perennial in nature and has to be performed by the management if he wants to run an airline. The job functionalities and the qualifications are similar to Grade C Cargo Employees. Although throughout the Airline Industry, Security Agents are placed above the rank of Grade C Cargo Assistants, the workmen are entitled to regularisation in the post of Grade C Cargo Assistants at the very least.

It was submitted from the side of the management that the workmen were engaged for a fixed term in view of fluctuating situation and exigencies. It was not certain as to how and by whom the job of X-ray screening and hand search would be performed. There were several circulars of BCAS which created apprehension in the mind of the respondents that any other Security arrangements may be made by BCAS and this job may be handled by regularly appointed employees by BCAS for all the Airlines. In the circumstances availing in view of several circulars of BCAS the respondents thought it proper to give fixed term appointment and consequently fixed term appointment for one year was given to the workmen.

It was further submitted that certainty still continued so the present workmen were given another fixed term appointment for one year and after afflux of time and running out of the contractual time the services of the workmen were terminated and 9 regular employees were taken in on the basis of regular process of selection. These workmen were also afforded opportunity to compete with the other candidates and some of them did appear in the test but they were not found eligible and competent so they were not given appointment.

The Learned Counsel of the respondent drew my attention to (1996) 5 SCC 419 the Hon'ble Apex Court has held that the retrenched workmen covered under Section 25 F of the ID Act held entitled to priority in re-employment over retrenched workmen not so covered. In the instant case the retrenched workmen have been given opportunity to appear in the test but they have not qualified since they were not given regular appointment.

My attention was drawn to (2004) 7 SCC 112—the Hon'ble Apex Court has held that when appointments were made in contravention of mandatory provision of the Act and the settled Rules framed thereunder and in ignorance of essential qualification the same would be illegal and cannot be regularised by the State. This case relates to Government appointment to it is not applicable in the facts and circumstances of the present case.

My attention was drawn to 2001 (002) LLJ 0919 Gujarat—This case law is not applicable in the present fact and circumstances of the case as regular selection process for filling in the post to Pharmacist was initiated by the respondents and as the said process was likely to take considerable time and contractual appointment was made by the respondent.

My attention was drawn to (1994) 2 SCC 323—In the instant case services of the applicant, Development Officer was terminated during extended period of probation for non fulfillment of condition of achieving immediate business target as stipulated in the order of appointment. The Hon'ble Apex Court found termination quite appropriate as it was done on assessment of overall performance of the work. This case law is also not applicable, as it has not anywhere been mentioned that the performance of the present workmen was not quite satisfactory.

My attention was further drawn to (2002) 5 SCC 654—the Hon'ble Apex Court held that in case a workman is disengaged or his services are terminated on happening of a contingency specified in contract of service or on completion of project or purpose of management, such termination does not amount to retrenchment. This case relates to Project work and the Apex Court found that it is not covered by Section 2(oo) (bb) and 25 F as the appointment was purely need based at a particular project. The service came to an end with the completion of the project. This case law is not applicable in the present facts and circumstances of the case. 1999-(002) LLJ-0342 P & H is regarding termination of the services of probationer. In the instant case the present workmen were not appointed on probation. So this case law is not applicable.

The substantial question is whether in the present case temporary employment or fixed term employment has been terminated by running out of the contractual agreement. It was submitted from the side of the management that appointment letter was given in clear terms. The workmen accepted the same by signing at the foot thereof. They have accepted the terms and conditions of fixed term appointment and it has been mentioned in the letters of appointment that the appointment is for a fixed term and the workmen have no right for regularization and their appointment will come to an automatic end after afflux a contractual period.

My attention was further drawn to 1954 AIR SCW 778—the Hon'ble Apex Court has held that once an appointment is for a fixed period section 25 F does not apply as it is covered by clause (bb) of section 2(oo) of the Act. It has been held by the Hon'ble Court in this case that there should be a finding that power under clause (bb) of section 2 (oo) was misused or vitiated by this mala fide exercise. In the absence of colourable exercise of power or mala fide intention the employer can terminate the services of the workman in case the appointment is contractual and there is no colourable exercise of power or power under clause (bb) of section 2 (oo) is misused or vitiated by its mala fide exercise.

It was submitted from the side of the respondents that the present workmen were given fixed term on two occasions and for only one year on both the occasions and thereafter by process of regular selection 9 workmen were selected at their place. So there is no colourable exercise of powers of mala fide intention. The workmen have been paid retrenchment compensation, even if they cannot be deemed to be retrenched u/s 2(oo) (bb).

Lastly my attention was drawn by the respondent to 2006 LLR 65—in the instant case a Lady was appointed on NMR basis from 12-07-1982 for more than a year. Further appointment of 446 w.e.f. 01-10-1983 was given to her. She was again appointed as a fresh candidate for a fixed period

w.e.f. 16-11-1983 and thereafter she was permitted to continue for 8 months in regular scale. She was again kept on NMR basis for a period of 90 days w.e.f. 01-12-1985. She was further allowed to continue from 29-04-1986 to 25-09-1986 and from 27-09-1986 to 24-12-1986 thereafter she was allowed to continue without break till 11-08-1989. She was denied work beyond 11-08-1989. It was further submitted that it becomes quite obvious from the judgement of the Apex Court that appointment was given to the junior typist in the instant case from 12-07-1982 to 11-08-1989 almost for 7 years. Sometimes fixed term appointment and sometimes appointment in regular scale. She has worked for long 7 years but the Hon'ble Supreme Court has held that appointment was every time for specific period. There is no illegality in the appointment and it does not amount to retrenchment.

In the present case appointment has been given for a specific periods for two years only. In the case referred to above for the first time appointment was given for one year from 12-07-1982 for one year again appointment was given to her for 446 days w.e.f. 01-10-1983. Another appointment letter was issued on 05-12-1983 for a fixed period given effect from 16-11-1983. She worked for 8 months. An adhoc appointment was given to her w.e.f. 23-07-1985. Again she was kept on NMR basis of Rs. 10/- per day for a period of 90 days from 01-12-1985 to 28-02-1986 and she continued further till 11-08-1989. The appointment each time was given for a specified period and it has been held by the Hon'ble Apex Court that in case appointment is given for a specified period. Termination does not amount to retrenchment.

It was submitted from the side of the respondent that the present case is squarely covered by the case law adverted to above. Retrenchment compensation has been paid to the present workmen. Appointment to them has been given two times and for specified period so there is no rerenchment when their services were terminated in view of Section 2(oo) (bb).

This case law is distinguishable as it was not the case that the work was of permanent nature and fixed term appointments were given for specified time on several occasions at the instance of the workman. In the instant case there is permanent work. The work is still continuing and subsisting to fixed term appointment or tenure appointment should not be given to the present workmen. The respondents thus have intended to create an illegal employment market. The exercise of power of management is not bona fide one and the power is vitiated and misused by giving fixed term appointment.

It was submitted from the side of the management that uncertainty regarding the policy of the BCAS were looming large at that time and the management could not take a firm decision whether appointment should be made or not as BCAS has given an order dated 06-11-2003 that

on reconsideration it has been decided that the single agency identified for X-ray, registered baggage at IGI Airport, New Delhi would be IAL for decongesting Terminal-II of IGI Airport. This letter dates back to 06-11-2003. The workmen were discharged prior to that, so the respondents cannot take the help of this letter. Another letter was issued by BCAS on 13-10-2003 that CISF personnel for X-ray screening would be engaged. Another letter of his type was issued by the BCAS for deployment of CISF personnel for X-ray screening. This letter was issued on 07-10-2000 whereas the workmen have been engaged from 30th September 2000. It is of course certain that the BCAS was not itself certain as to what measure should be adopted for X-ray screening at Airport. Sometime this work has been entrusted to IAL and some times of CISF. So there was an atmosphere of uncertainty, no doubt but the workmen have been taken prior to that. If recruitment through regular process would not be made in view of the three circulars of the BCAS the respondents should have given appointment in that context. Appointment may be given to these workmen subject to the policy decision stipulated by BCAS but the management has not done. So fixed term appointment has been given and that too two times after assessing the performance of the workmen satisfactory. If there is fixed term appointment, the appointment comes to an end on the last day stipulated in the appointment letter. The fixed term appointment came to an end on 30th September 2002 and the workmen were removed accordingly.

It was submitted from the side of the respondent that the workmen stand nowhere as they have been given fixed term appointment and their services came to an end on the last day of appointment. There is no order of termination which can be impugned or challenged in this Court/Tribunal and this Court/Tribunal has no jurisdiction to decide such matters.

It is of course true that if the appointment is fixed term then exception clause of Section 2(oo) (bb) is inserted applicable. The Parliament perceived hardship of fixed term appointment so clause (bb) was inserted and termination of fixed term appointment was excluded in (bb). In case there is fixed term or tenure appointment it will not amount to retrenchment but this appointment should be made in view of exigencies and need and changed circumstances. In case there is additional load fixed term appointment can be given to meet the exigencies. It cannot be said that fixed term appointment can be given for a permanent nature of work or for work which is of perennial and continuous in nature and which is of sufficient duration.

The circumstances for recruitment of X-ray screening personnel are not quite clear. Several letters of BCAS have directed for engagement of direct personnel for X-ray screening and these workmen intended to be assigned to IAL and CISF but ultimately the BCAS decided that every

airline will maintain security personnel for X-ray screening and handsearch. The respondents could have retained and extended the services of these workmen because these workmen have admittedly been found suitable and efficient for the respondents.

It was further submitted that in view of change of nature of security and other related matters in view of attack on USA on World Trade Centre on 11th September 2001 and other centres the management has to revise and reassess the security arrangements and that is why the advertisement was given in newspaper and applications were invited and after proper conducting of tests and interviews 9 employees were selected at their places and these employees were not found eligible and suitable for discharge of X-ray screening and handsearch.

It was further submitted from the side of the management that the action of the management is bonafide one in view of changed circumstances and in view of security. The management has not misused its power or vitiated its power and it cannot be deemed malafide or colourable exercise of power.

It was further submitted from the side of the respondents that the workmen have been given retrenchment compensation under section 25 F of the ID Act, 1947. Fixed term appointment is not covered by section 25 F of the ID Act but it comes under the purview of section 2(oo)(bb).

It was further submitted that in case the Court/Tribunal orders for reinstatement of these workmen there would be threat to the security of the Airlines and devastating result may ensue.

It was further submitted that in every case it is not essential that reinstatement with full back wages should be ordered. The respondents have already selected 9 persons in their places and they have been discharging service for almost three years. If the Court/Tribunal passes order of reinstatement the livelihood of the working employees at present will be adversely affected. The management will ill afford to make payment to the workmen of this case and the workmen working at present.

It was further submitted that at worst the management has given only two fixed term appointments as regular selection process was not completed. These workmen have been afforded opportunity and some of them appeared in the tests but they were not found eligible so they were not selected. The enhanced eligible criteria was required to meet the changed security arrangement in view of the attack on USA on 11th September 2001. There is some force in the contention of the respondents.

These workmen have been given retrenchment compensation so the respondents have tried to follow the

provision of the ID Act, 1947. The BCAS has issued many contradictory orders and the management was not in a position to ascertain as to how security personnel should be engaged. But no harm would have been caused to the management had the management continued these workmen further.

It was further submitted that some of the workmen are employed and they are performing their duties and are gainfully employed. Reinstatement is not warranted as it would amount denial of livelihood to the workmen already engaged for this purpose.

To sum up the management has not misused the power absolutely in exercise of colourable power. The intention of the management cannot be said absolutely malafide in giving fixed term appointment. Fluctuating situation have arisen at that time and the management thought it better to replace them by more efficient security personnel. In the circumstances the reinstatement cannot be ordered as there would certainly be threat to security. Reinstatement cannot be ordered in view of the fact of 9 workmen selected by regular process.

Two applications, one for recall of the witness and the other for filing additional affidavit has been filed by the respondents. Objections have been tendered on the same. Argument was heard at the time of argument on the entire merits of the case. I have perused the applications. The management has not been able to make out as to for what purpose the additional affidavit is required and as to for what purpose the witness already cross-examined is to be recalled. There is no deficiency in the cross-examination of the management witness and whatever the witness stated has been recorded. There appears to be no need for filing additional affidavit as the case is to be decided on the basis of the documents filed on the record. Both the applications are rejected and objections are disposed of accordingly.

It becomes quite obvious from perusal of the record that the workmen were asked to undergo security training in the month of August, 2000 and they successfully obtained security training and thereafter the management offered them letter of appointment for fixed term. These workmen were found efficient and suitable after six weeks of probation period. The management after a comprehensive and thorough assessment of eligibility and knowhow of the workmen extended probation period after six weeks for the remaining year. These circumstances indicate that the workmen were taken in after almost a regular process of selection. Further the management was fully satisfied with the performance and discharge of duties of the present workmen. The management was pleased to offer these workmen appointment at enhanced salary of Rs. 13,000 for the next term one year fixed term appointment. These workmen after completing two years successful service

cherished the hope that the management would continue their services further more and they will be given appointment on regular basis. The management has not been able to show that more efficient security personnel were required after the attack on World Trade Centre (USA) on 11th September 2001. These workmen performed duties up to October 2003 so after that tragic incident the workmen were continued for almost two years. So it cannot be said by any stretch of imagination that the performance of these workmen was not up to the mark and meeting the Standard of security. Three circulars have been adverted to above and BCAS directed the management to appoint its own security personnel and the security-related functions should not be performed by any agency. The workmen were appointed and trained in view of the directions of the BCAS.

It is true that there was some atmosphere of uncertainty and the management may have required quite efficient personnel for X-ray screening and handsearch. In the circumstances the management should have given a fresh training to these Workmen but the management instead appointed fresh workmen for security purposes. The action of the management is absolutely malafide and in colourable exercise of powers. The workmen have been shunted out by methodology of fixed term appointment resorted to by the management. Such action amounts to unfair labour practice though it is not unfair labour practice in view of schedule Vth, Clause 10 of the ID Act. The action of the management cannot be justified and the removal of the workmen amounts to retrenchment. As I have already discussed that in the facts and circumstances of the present case reinstatement is not possible due to security threat and regular selection of 9 workmen at their places. The case law cited by the management is not squarely applicable in the facts and circumstances of the present case, the case law cited by the workmen is also not applicable in the facts and circumstances of the present case.

The reference is replied thus :—

The action of the management of British Airways in terminating the 8 workmen (as per list) from services w.e.f. 17-01-2003 and not regularizing their services is neither absolutely just nor absolutely fair. The workmen applicants who are gainfully employed namely S/Shri R. C. Verma, J.B. Sagar, M.P. Sharma J.K. Chawla & Shri Ayachit Vashist will be paid Rs. 3,00,000/- (Rs. Three Lacs as compensation and the workmen who are not gainfully employed namely S/Shri Neeraj Saxena, Baldev Singh & Shri Pawan Dabbas will be paid Rs. 5,00,000/- (Rs. Five Lacs) as compensation within one month from the date of publication of the award Costs made easy.

Award is given accordingly.

dated 30-3-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2006

क्र. आ. 1656—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयर लाइंस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I के पंचाट (संदर्भ संख्या 160/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2006 को प्राप्त हुआ था।

[सं. एल-11012/28/96-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 6th April, 2006

S.O. 1656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 160/1997) of the Central Govt. Indus. Tribunal/abour Court, Dhanbad-I now as shown in the Annexure, in the industrial dispute between the employers in relation to management of Indian Airlines and their workmen, which was received by the Central Government on 4-4-2006.

[No. L-20012/28/96-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, DHANBAD IN THE MATTER OF REFERENCE U/S 10(1)(d)(2A) of I.D. ACT.

Reference No. 160 of 1997

Parties : Employers in relation to the management
of Indian Airlines, Ranchi

AND

Their Workmen.

Present : Shri Sarju Prasad, Presiding Officer.

APPEARANCES:

For the Employers : Shri R. N. Majumdar, Advocate
& Shri K. Chakravarty, Advocate.

For the Workman : Shri D. K. Verma, Advocate.

State : Jharkhand **Industry :** Airlines

Dated, the 9th March, 2006

AWARD

By Order No. L-11012(28)/96-IR(C-I) dated 8-9-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

“Whether the action of the Management of Indian Airlines, Ranchi in terminating the Services of Sri Nilachal Das and not taking him back in the employment as casual is proper and justified? If not, to what relief is the concerned workman entitled?”

2. The case of the concerned workman is that he had been working as a Casual Loader/Helper commercial at

Ranchi Station of M/s. Indian Airlines since September 1985 and has been putting attendance for more than 240 days in calendar year but all on a sudden he was stopped from duty w.e.f. 4-9-1995, although his name along with the names of some others were forwarded to the Headquarters for his regularization as a permanent employees of M/s. Indian Airlines. As a matter of fact, at the time of his engagement he was paid a sum of Rs. 31.15 paise per day which was enhanced to Rs. 42.70 paise and ultimately to Rs. 61.00 per day vide Circular, dated 25-1-1991, but the local management of Ranchi Station of M/s. Indian Airlines forced them to accept Rs. 42.70 paise per day without any circular or order. Since there was no other alternative, therefore they were accepting their reduced daily rate of wages. although the work of the concerned workman was to load and unload cargo in the Air Craft which is a permanent and perennial nature of job he was stopped from duty w.e.f. 4-9-95 without any notice or notice pay as required under Section 25-F of the Industrial Disputes Act, 1947.

The claim of the concerned workman is for reinstatement with full back wages and regularization as permanent employee of M/s Indian Airlines, Ranchi.

3. The case of the management of M/s Indian Airlines Ranchi, is that the alleged dispute is not an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act. According to the management, the concerned workman was a casual worker who used to be engaged in absence of permanent employee or when exigencies arise for engagement of more workers. According to the management, except in the year 1991 the concerned workman has not completed 240 days work in a calendar year. According to the management, in the year 1994 he has rendered service for 164 days and in the year 1995, 125 days. Further, according to the management on 3-9-95 the workman was advised by Shri Amrit Lal, Traffic Assistant of the employers to weigh the newspapers on the weighing scale, but the concerned workman flew into rage and physically manhandled Shri Amrit Lal before all other regular and casual staff without any provocation. Shri Amrit Lal had lodged complaint on 3-9-1995 with the then Station Manager of the company at Ranchi. Since engagement of the alleged workman concerned was casual in nature considering the greater interest of the employers company it was decided not to engage the alleged workman concerned any further. According to the management, there is no application of Sec. 25-F of the Industrial Disputes Act.

4. It is, however, admitted that the management has not issued any chargesheet or show-cause notice for the alleged misconduct nor any enquiry was held. The management not even examined Shri Amrit Lal who is said to be manhandled by the concerned workman. The management has not given any evidence for the alleged manhandling of Shri Amrit Lal on 3-9-95. Therefore, the management has failed to prove that the concerned workman has committed any misconduct.

5. The concerned workman has claimed that he has worked for 240 days in each calendar year and to prove this fact he has filed an application before his Tribunal to

call for Attendance Register and the Wage Register, but the management of M/s. Indian Airlines, Ranchi, did not file the same nor has given any explanation for not filling the same. It is mandatory upon the management to maintain Muster Roll register for the casual labourers under Section 25-D of the ID Act and also under certified Standing Orders of M/s. Indian Airlines under Article 14 of the Certified Standing Orders. Since the management has not filed the Attendance Register or the Wage Register which the Administrative is duty bound to maintain both under its Certified Standing Orders and Section 25-D of the ID Act.

Therefore, an adverse inference must be drawn against M/s. Indian Airlines Company and it shall be presumed that the management did not produce the same because it would have gone against the case of the management. The management in para 14 of its written statement has mentioned that the concerned workman has worked for 164 days in the year 1994 and 125 days in the year 1995 but has not mentioned the number of days of work by the concerned workman twelve months preceding the date of stoppage of the service which amounts to retrenchment/termination within the meaning of Industrial Disputes Act. The management has not even mentioned that the number of days which the concerned workman has worked including the paid up holidays, Sundays and the number of days in earned leave which the concerned workman has earned due to performing his duty in previous year. Section 25-B of the Industrial Disputes Act, it is clear that in computing the number of days worked by the workman, number of paid up holidays, number of days of lay off and number of Sundays are also to be included in the period for which a workman has worked. The management has not given any evidence to show that the number of days worked out by the management including number of days in which the concerned workman was laid off and number of paid up holidays and Sundays.

6. The management has examined two witnesses, namely, MW-1 Bidhan Chandra Biswas, who has simply produced the copy of the Recruitment Rules, Ext. M-1 and Standing Orders of the Company, Ext. M-2. MW-2—Satish Kumar Bage has stated that the concerned workman was dis-engaged in the year 1995 due to his arrogant behaviour. He has not given up number of days the concerned workman has worked twelve months preceding the date of retrenchment/stoppage from service. However, he has admitted that in the year 1991 the concerned workman has worked for 240 days. Therefore, it shall be presumed that in the year 1991 at least the concerned workman was in continuous service for one year and thereafter he was working in the years 1992, 1993, 1994 and upto September, 1995 regularly, but the management has suppressed the Attendance Register and Wage Register.

7. Since the management was in possession of the Attendance Register as admitted by MW-2 Satish Kumar Bage in cross-examination and in spite of the direction by this Tribunal the same has not been filled by the management. Therefore, the claim of the workman that he has worked for more than 240 days in each calendar year will have to be accepted.

8. Since the concerned workman was engaged as casual worker by M/s. Indian Airlines, Ranchi, right from the year 1985 and he had worked upto 3-9-95 i.e. for about ten years and he has admittedly completed 240 days work in the year 1991, therefore, before terminating his service the management should have complied with the provision of Section 25-F of the ID Act.

9. The management has taken a plea that they have got their rules for recruitment, a copy of which has been filed by the management and from the aforesaid rules it appears that this provision has come into force w.e.f. 25-6-1993 and the concerned workman was engaged as casual worker prior to coming into force of the Recruitment Rules. There is specific provision in the said rules and it is also the pleading of the management that there is provision in the said rules by which those already in employment in the Corporation shall be entitled to apply for any of the posts subject to eligibility and in fact, the name of the concerned workman was recommended for making him permanent alongwith some other casual workers. Therefore, the new Recruitment Rule does not empower the management to retrench existing casual worker without complying of Section 25-F of the ID Act.

10. Since the concerned workman has been stopped from service/retrenchment without giving prior notice and without compliance of Section 25-F of the ID Act and the management has failed to prove the alleged misconduct committed by the concerned workman either by holding domestic enquiry or by adducing evidence on merit before this Tribunal, the retrenchment of the concerned workman is illegal and he is entitled for reinstatement as casual worker, but I find that there is no satisfactory evidence that the concerned workman was not gainfully employed during idle period, therefore it is not fair to allow back wages to him.

11. For the reasons mentioned above, I render following award :—

That the action of the management of M/s. Indian Airlines Ranchi, in terminating the service of Nilachal Das and not taking him back in the employment as casual worker is not proper and justified. The concerned workman is entitled to be reinstated in the employment as casual worker and regularised as permanent employee in due course. Accordingly, the management is directed to implement this award within 30 days from the date of publication of the award, failing which the concerned workman shall be entitled for wages as prescribed for such casual labourer after expiry of 30 days mentioned above.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1657—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.ई. रेलवे के प्रबंधन के संबद्ध नियोजक और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या आई डी 15/2004)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/222/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 15/2004) of the Central Govt. Indus. Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the industrial dispute between the employers in relation to management of N. E. Railway and their workmen, which was received by the Central Government on 7-4-2006.

[No. L-41012/222/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U.P.

Industrial Dispute Case No. 15 Of 2004

BETWEEN

Shri Ram S/o Sh. Gisawan,
VIII-Devipur, Tala. Hariharpur, Post
Parmeshwarpur, Distt. Gorakhpur.

AND

The General Manager,
N.E. Railway,
Gorakhpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* notification No. L-41012/222/2003/IR B-I datedhas referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of North Eastern Railway in terminating the services of Sri Ram S/o Shri Gisawan w.e.f. 16-4-1982 is legal and justified? If not to what relief the workman is entitled for?

2. After receipt of reference order from the Ministry, repeated notices under registered post were sent to the workman from this tribunal for filing of his statement of claim, but the workman neither turned up nor filed his claim before the Tribunal. It therefore, appears that the workman is not interested in prosecuting his claim before this Tribunal and under these circumstances the tribunal is bound to hold that the workman is not entitled for any relief for want of pleading and proof.

3. Reference is answered accordingly against the workman.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1658—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई डी 26/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/186/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 26/2002) of the Central Govt. Indus. Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on 7-4-2006.

[No. L-41012/186/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT/LOK ADALAT, KANPUR, U.P.

Industrial Dispute No. 26 Of 2002

In the matter of dispute between :—

Shrimati Sheela Devi W/o Sri Mohan Singh
C/o Krishna Murari Sharma,
8/84, Bhogipura Shahganj, Agra.

AND

The Divisional Railway Manager,
Central Railway, Jhansi.

AWARD

1. Central Government, Ministry of Labour, *vide* letter dated 19-4-02 has referred the following dispute for adjudication to this Tribunal :—

“Kyamandal Rail Prabhandhak (Karmik) Madhya Railway Jhansi dwara swargiya Sri Mohan Singh ke jyeshtha putra Sri Arvind Singh ko anukampa (compassionate) ke adhar par sewa me nahi rakhana nyayochit hai? Yadi nahi to karmkar kis anotosh ka haqdar hai ?

2. As is clear from the Schedule of reference order the claim of Smt. Sheela Devi relates to compassionate appointment to the son of the claimant whose father died in harness. The claimant after giving facts of the case in detail has made request that her son be provided with an appointment on compassionate ground by the management of Central Railway.

3. The claim of the applicant was disputed by the management of Central Railway Vehmently in their reply on variety of grounds. During the course of proceedings of the above case *vide* order dated 8-11-04 the tribunal ordered the applicant to serve the management a fresh copy of application sent eariler for appointment on compassionate ground through the authorised

representative for the management so that the matter may be settled through the Lok Adalat and the case was listed for 22-12-04 for further discussions with the officers of the management to arrive at an amicable settlement of the dispute. Thereafter the instant case was taken up on various dates and the matter was discussed with the representative for the applicant and officers of the management. Officers of the management assured the Tribunal that the matter of the applicant is under active consideration before the competent authority and the offer of appointment on compassionate ground to the son of the applicant will be issued latest by forthcoming Lok Adalat or before that as the case may be.

3. The instant dispute was taken up in Lok Adalat on 29-3-06 in which from the side of the management its officers appeared and filed a photocopy of offer of appointment on compassionate ground already sent at the address of the applicant. The offer of appointment in group 'D' cadre issued in the name of the son of the applicant is dated 24-2-06.

4. Therefore from the above discussions of facts of the case, it is quite obvious that the claim of the applicant stands satisfied.

5. The award in the case is given in the above terms and the reference stands decided accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1659—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ ईस्टर्न रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई डी 16/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/269/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 16/2004) of the Central Govt. Indus. Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of North Eastern Railway and their workmen, which was received by the Central Government on 7-4-2006.

[No. L-41012/269/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR,
KANPUR, U.P.

Industrial Dispute Case No. 16 of 2004

Between :

Shri Chhittan Lal,
S/o. Ram Milan,
Vill. -Revali P.O. Sarsa,
Distt. Behraich, U.P.

And

The General Manager,
N.E. Railway,
Gorakhpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi, Vide notification No. L-41012/269/2003/IR B-1 dated..... has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of North Eastern Railway in terminating the services of Sri Chhittan Lal S/o Ram Milan w.e.f. 16-4-1982 is legal and justified? If not to what relief the workman is entitled for?”

2. After receipt of reference order from the Ministry, repeated notices under registered post were sent to the workman from this Tribunal for filing of his statement of claim, but the workman neither turned up nor filed his claim before the Tribunal. It therefore, appears that the workman is not interested in prosecuting his claim before this Tribunal and under these circumstances the Tribunal is bound to hold that the workman is not entitled for any relief for want of pleading and proof.

3. Reference is answered accordingly against the workman.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1660—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या आई. डी. 117/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-12025/3/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 117/2000) of the Labour Court, Pune now as shown in the Annexure, in the Industrial Dispute between the employers in relation to management of State Bank of India and their workman, which was received by the Central Government on 7-4-2006.

[No. L-12025/3/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE
BEFORE MRS. S.S. SAWANT
PRESIDING OFFICER, FIRST LABOUR COURT,
AT PUNE

Ref. IDA. No. 117 of 2000

Between :

Chief General Manager,
 State Bank of India, East Street,
 Gulmohar Building, Pune-411001

.... I party

And

Shri Dilip Gaikwad
 Asst. General, Secy.
 All India SC/ST Emp. Welfare Assn.
 I-35, Purandar Quarters, Queens Garden,
 Pune-411001. (Maharashtra)

.... II party

AWARD

This reference is made to this Court by Govt. of India, Ministry of Labour, Shram Shakti Bhawan, Rafi Marg, New Delhi-110 001 u/s 10 (2)(A) of I.D. Act for adjudication between the above referred parties as mentioned in the schedule.

SCHEDULE

“Whether the action of the management of SBI in relation to its Region-II, Zonal Office, Pune in terminating the services of Shri Prakash Salve, Farrash/Messenger w.e.f. 16-1-95 is legal and justified? If not to what relief the workman is entitled to?”

Second party absent when called out. Matter is adjourned from time to time for evidence of second party. Second party failed to lead evidence. Hence reference stands disposed off for want of prosecution by second party.

Pune

Dated: 30-1-2006

Mrs. S.S. SAWANT, Presiding Officer
 नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1661—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. ई. रेलवे के प्रबंधन के संबद्ध नियोजक और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई डी 13/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/248/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 13/2004) of the Central Govt. Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of N.E. Railway and their workmen, which was received by the Central Government on 7-4-2006.

[No. L-41012/248/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE
BEFORE SRISURESH CHANDRA
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR,
KANPUR, U.P.

Industrial dispute No. 13 of 2004

Between :

Om Prakash Yadav
 S/o Sh Raghu Yadav,
 Vill. Dhundhun Katha,
 P.O. Jharjharia, Gorakhpur

And

The General Manager
 N.E. Railway, Gorakhpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide notification No. L-41012/248/2003-IR(B-I), dated has referred the following dispute for adjudication to this Tribunal :—

SCHEDULE

“Whether the action of the management of North Eastern Railway in terminating the services of Sri Om Prakash Yadav w.e.f. 3-2-1980 is legal and justified? If not to what relief the workman is entitled for?”

2. After receipt of reference order from the Ministry repeated notices under registered post were sent to the workman from this tribunal for filing of his statement of claim, but the workman neither turned up nor filed his claim before the tribunal. It therefore appears that the workman is not interested in prosecuting his claim before this tribunal and under these circumstances the tribunal is bound to hold that the workman is not entitled for any relief for want of pleading and proof.

3. Reference is answered accordingly against the workman.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1662—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी 19/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-12011/13/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT No. 19/2005) of the Central Govt. Indus. Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the

Industrial Dispute between the employers in relation to management of Reserve Bank of India and their workmen, which was received by the Central Government on 7-4-2006.

[No. L-12011/13/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL,
NAGPUR**

Present :

Shri A.N. Yadav, Presiding Officer

Case No. CGIT/NGP/19/2005

Dated 02-03-2006

The Secretary,
R.B.I. Employees AssociationPetitioner
Vs.

The Reserve Bank of IndiaRespondant

AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of sub-Section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act 1947 has referred this dispute for adjudication vide order No. L-12011/13/2001-IR(B-I), dated 22-05-2001 on following schedule.

This is the reference by the Govt. of India, Ministry of Labour :—

“Whether the action of the management of Reserve Bank of India, Nagpur in arbitrary change in condition of service of workmen employed as Tellers without compliance of Section 9-A of the I.D. Act 1947, vide their order dated 01-06-2000 is justified? If not, what relief the said workmen employed as Tellers are entitled?”

On behalf of the petitioners Shri Chandrashekhar Laxman Pingle, Secretary of the union filed Statement of Claim on 05-07-2005 and the same was received by the bank.

Today i.e. on 02-03-2006, both the parties jointly filed pursis to withdraw the case.

After the perusal of the pursis filed by the parties, the under noted award is being passed :—

“The parties have filed joint pursis as they have settled the matter. They do not want to proceed with the case. Hence allowed to withdraw. Accordingly it is disposed off. It stands dismissed. No orders as to cost Transmit.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1663—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी 72/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-12011/11/1993-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT No. 72/2003) of the Central Govt. Indus. Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to management of State Bank of India and their workman, which was received by the Central Government on 7-4-2006.

[No. L-12011/11/1993-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL,
NAGPUR**

PRESENT :

Shri A.N. Yadav, Presiding Officer.

Case No. CGIT/NGP/72/2003

Dated 09-03-2006

The Zonal Secretary, S.B.I.
Workers OrganisationPetitioner
Vs.

The State Bank of IndiaRespondent

AWARD

Delivered on this 9th day of March, 2006

The Central Government, Ministry of Labour, New Delhi, in exercise the powers conferred by clause (d) of sub-Section (1) and sub-Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12011/11/1993-IR(B-I), dated 04-06-1993 on following schedule.

“Whether the action of the management of State Bank of India in inflicting the punishment of withholding of two increments on Shri V.S. Bhumralkar and P.V. Gade, is legal and justified? If not, to what relief they are entitled to?”

The above dispute came for hearing on 09-03-2006 before the Presiding Officer Shri A.N. Yadav and the following order is passed.

“It appears that the order of inflicting punishment of management is of 10-08-1985. The enquiry initiated in the year 1981. Two increments of Shri P.V. Gade and V.S. Bhumralkar were withheld by way of punishment. My learned predecessor has already concluded by an order dated 19-05-1995 that the enquiry was fair and proper and only a questions of imposing penalty was to be decided. It appears that the Secretary the of union Shri D.S. Joshi has filed claim of petition however nobody is appearing for the applicants. The aggrieved persons Shri P.V. Gade and V.S. Bhumralkar might have been retired. They are not taking any interest and there appears no dispute between the parties. Hence I pass no dispute Award.

Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1664.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन.एफ. रेलवे, गुवाहटी के प्रबन्धतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहटी, असम के पंचाट (संदर्भ संख्या 17/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/61/2002-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2004) of the Central Government Industrial-Tribunal/Labour court, Guwahati, Assam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of N. F. Railway, Guwahati and their workman, which was received by the Central Government on 7-4-2006.

[No. L-41012/61/2002-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Shri H.A. Hazarika,
Presiding Officer,
CGIT-cum-Labour Court,
Guwahati.

Reference Case No. 17 of 2004

In the matter of an Industrial Dispute between :—

The Management of N.F. Railway, Guwahati.

Vrs

Their Workmen Sri T.B. Basumatari

Appearances :

For the Management : Mr. K.C. Sarma, Advocate.

For the Workman : Mr. I.G. Gogai, Advocate,

Mrs M. Bora, Advocate.

Date of Award : 28-03-06.

AWARD

1. The Government of India, Ministry of Labour, New Delhi, vide its Order No. L-41012/61/2002-IR(B-1) referred this Industrial Dispute arose between the employers in relation to the Management of the General Manager (P), N.F. Railway, Maligaon, and their Workmen, Sri T.B. Basumatari, Depot Store Keeper, N.F. Railway to adjudicate

and to pass an award on the strength of powers conferred by Clause(d) of Sub-Section(1) and Sub-Section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) on the basis of the following Schedule.

SCHEDULE

“Whether the action of the management of N.F. Railway Maligaon, Guwahati-11 in down grading the seniority of Shri T.B. Basumatari in the seniority list of 7-7-97 and denying of incidental promotional benefits to Shri Basumatari is justified? If not, what relief Shri Basumatari is entitled?”

2. Initially the matter was referred to State Industrial Tribunal at Guwahati and on being set up of this CGIT-cum-Labour Court, Guwahati and as per procedure the record is received here for disposal and renumbered here.

3. The Case of the Workman Sri T.B. Basumatari in brief is that he was engaged in the concerned Railway with effect from 15-07-65. He was then Senior Material Manager, New Bongaigaon and since from inception of his service career he worked to the entire satisfaction of his Superiors. Considering the exigencies after passing suitability test he was promoted to the Post of Ward Keeper on 29-06-79 on adhoc arrangement. As the Workman belong to Schedule Caste quota as per Rule of 40% Roster quota the Workman ought to have been considered for regular promotion to the post of Ward Keeper as per Service Rules of Appointment. But though the related Rule was in practice since 1973 the Workman was not promoted.

4. That the Controller of Stores, New Bongaigaon is a separate entity though for the convenience of Administration and supervision of intact and supply of Stores, etc. the overall supervision was with the then Dy. Controller of Stores, Pandu. That workman was promoted to the Post of Depot Stores Keeper-II and then Depot Stores Keeper-I by the competent authority with effect from 22-08-93. But abruptly the Management changed his seniority without notice and reduced his rank to Depot Stores K eeper- III in the year 1994 after serving long span of 15 years. This is done on the basis of simple representation filed by one Sri P.C. Kalita, Depot Stores Keeper-I. The matter was earlier represented by N.F. Railway Mazdoor Union and it was replied by the Management that Workman T.B. Basumatari was junior to Sri P.C. Kalita, Sri J.K. Chakrabarty and Sri B.B. Purkeystha. The Workman T.B. Basumatari belongs to Schedule Caste Quota while Complainants are the persons of U.R. Category. While all the approaches and representations addressed to Management failed the workman approached the R.L.C. for conciliation and Management furnishing parawise comments stated that the reponsibility was on the workman that due to his failure of raising the issue in time the management could not further examined the case to rectify their wrongs done to their workman. The workman after enjoying promotional post for 15 years the Management arbitrarily deprived him from benefit of promotion. That the Management illegally deprived the workman from his legitimate promotion and he prayed to pass the award in favour of the workman with benefit of correct seniority and other consequential financial benefits.

5. The case of the management in brief that the workman joined in the Railway on 15-7-65 and the management denied that the workman passed the suitability test on 29-6-1979 as on that date no suitability test was held. The workman not belong to Scheduled Caste but he belongs to Scheduled Tribes Community. He is not entitled to 40 point Roster formula with effect from 1973. The workman concerned is not senior most employee belong to Scheduled Tribe Community. He was third in the seniority list of Scheduled Tribes community. Above him there were J.N. Saikai and Mr. S.K. Lama who were senior to him. In revised seniority list the name of workman Sri T.B. Basumatari was shown in serial No. 44 who was shown senior to Sri B.B. Purkeystha, Sri J.K. Choudhury & P.C. Kalita and other and accordingly the promotion of Depot Stores Keeper-II was held and Sri Basumatari on being empanelled on 12-3-92 was promoted as Depot Store Keeper-II with effect from 27-4-92 and subsequently as DSK-I giving restructuring benefit from 1-3-93. While Sri Basumatari was promoted as DSK-I with effect from 1-3-93 an appeal was received from P.C. Kalita of Pandu Depot that Sri P.C. Kalita is senior to Sri T.B. Basumatari. It was found that Sri Basumatari was legally promoted on ad hoc basis as a Ward Keeper from 1-1-79. In view of the seniority position the promotion was considered to Sri P.C. Kalita against unreserved vacancies considering Sri S.K. Lama against the vacancy of ST community and thus the name of Sri T. Basumatari will be excluded from the panel to make room for Mr. P.C. Kalita (UR). That the management has not done any injustice and in case of the workman T.B. Basumatari. The claim of seniority made by the workman T.B. Basumatari is baseless and not tenable in law and prayed to dismiss his case.

6. Heard the argument submitted by learned Advocates for the Workman, Sri I.G. Gogoi, & Mrs. M. Bora and Mr. K.C. Sarma for the management. Perused the exhibited documents and other relevant documents in the record. Also perused the case law submitted by the workman side.

7. On perusal of the record I found admittedly the workman belongs to ST community. It is also admitted fact that he joined the N.F. Railway on 15-07-1965. In the evidence of the management it is reflected that the workman was promoted to the post of Ward Keeper on 7-02-81 but the evidence of the workman he has stated he was promoted to Senior Clerk on 1-10-75 and then to the post of Ward Keeper on 21-6-79 on ad hoc arrangement and seniority list was published on 1-4-80. The workman claimed that while his promotion was regularized the policy of accelerated promotion on roster formula was enforced vide Railway Board's Circular No. (SCT) 72 CM/515 dated 11-1-73, Ext. II. He claimed that he was entitled to get benefit under related roster formula. Accordingly his seniority was above UR and SC candidates Sri P.C. Kalita. Then he was further promoted to DSK-II & DSK-I, then seniority list was revised after above six years affecting his promotion position. In the revised seniority list the name of the workman shown in the Serial No. 27 and that of his promotion on 12-10-95 whereas name of P.C. Kalita is shown as Serial No. 14 and date of promotion on 2-9-94. Considering all these factors I find the whole crux of contention arose due to revised seniority list Ext. 3. The modified seniority list was prepared

on the representation preferred by P.C. Kalita. Considering all the aspects I find the workman was promoted to the post of Ward Keeper II & I. But in the cross-examination part, the management witnesses has categorically stated that he has not brought with him the seniority list of Ward Keeper that means there is separate seniority list of Ward Keeper, admittedly that has not been flashed in this case.

8. On careful scrutiny I find as the workman Thaneswar Basumatari was a ST Community, he is entitled under the benefit under roster formula 40. But the management failed to explain categorically and arithmetically that the list of ST, SC were prepared and benefit was given to the workman.

9. Admittedly the ad hoc seniority list was modified after six years. On careful scrutiny I find before modification of the seniority list the workman was not notified. The learned Advocates for the workman submitted the written argument wherein synopsis of High Court Cases are given and on perusal I found that the seniority list should be published on year to year basis as reflected in the written argument. I also perused some case laws submitted by the learned Advocate for the workman. I found no fault on the part of the workman. He is continuously working and got promotion and he should not be affected due to modified or changed seniority list published after six years. The fault may be on the part of the management but for that fault the workman who is already retired should not suffer from getting legitimate benefits. In my opinion the management is wrong for doing modification of the seniority list at the stage of inordinate delay and after six years. Management of N.F. Railway, is not justified down grading the seniority benefit of workman, Sri T.B. Basumatari after his enjoyment of the same for about six years.

10. Under the above facts and circumstances in my opinion the management has not done proper justice to a senior workman. For the ends of natural justice, he is entitled to all the benefit as he enjoyed on the basis of the promotion on ad hoc arrangement. The Railway management has to arrange to give him the benefit accordingly. In the result the Schedule is decided against the N.F. Railway and in favour of the workman. The workman is entitled to get all the benefits as he was enjoyed on promotion on ad hoc arrangements.

11. Send the award accordingly as per procedure.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1665.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दी करूर वैश्य बैंक लि. के प्रबन्धतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी आर-15/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-12012/72/91-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CR-15/91) of the Central Government Industrial-Tribunal/Labour Court, Bangalore, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of The Karur Vysya Bank Ltd. and their workman, which was received by the Central Government on 7-4-2006.

[No. L-12012/72/91-IR(B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

Dated 29th March, 2006

PRESENT:Shri A.R. SIDDIQUI,
PRESIDING OFFICER

C.R. No. 15/91

I PARTYShri V.C. Redappa Chetty,
No. 67/C, 2nd Main,
3rd Block, 3rd Stage,
Basaveswaranagar,
Bangalore-560079**II PARTY**The Chairman
M/s. the Karur Vysya Bank
Ltd. Erode Road, Karur-639002**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order No. L-12012/72/91-IR(B-III) dated 22nd March 1991 for adjudication on the following schedule:

SCHEDULE

"Whether the dismissal of Shri V.C. Reddappa Chetty, Clerk by the management of Karur Vysya Bank from service w.e.f. 15-12-1989 is justifiable? If not, to what relief he is entitled to?"

2. The chargesheet dated 23-6-1988 along with annexures 1 to 4 (marked at Ex.M2 in the enquiry) was issued to the first party workman giving out the details of charges of misconduct committed by him running as under:—

Charge Sheet

You were working as a Clerk at our Rajaji Nagar branch, Bangalore from 23-2-1983 to 11-5-1987.

It has been brought to our notice that you had committed the following acts of gross misconduct while you were working at our Rajaji Nagar branch, Bangalore.

- (i) You had handed over the following 3 cheques for collection drawn in favour of third parties against rules for collecting the same through SB Account No 1447 standing in your name and

Smt. N. Rajeshwari, who is your mother-in-law, with our Rajaji Nagar branch, Bangalore.

S.No	Date of Cheque	Cheque No.	Drawer	Payee
(1)	(2)	(3)	(4)	(5)
1.	16-6-1986	052922	M/s. Mayra Chits	M/s. Poornima Enterprises.
2.	9-4-1986	420251	M/s. Mayura Chits	M/s. Poornima Watch House.
3.	8-8-1986	420265	M/s. Mayura Chits	M/s. Poornima Watch House.

Drawee	Amount	Remarks
(6)	(7)	(8)
The Vysya Bank Ltd., New Taragupet Branch	Rs. 35,000/-	Crossed cheque
Andhra Bank, Chamrajpet branch	Rs. 29,900/-	Crossed & Co.,
Andhra Bank, Chamrajpet branch	Rs. 31,900/-	A/c. Payee crossed.

Knowing fully well that these cheques are not drawn in your favour but in favour of some other parties you collected the proceeds of these cheques and appropriated the amounts fraudulently.

(ii) It is also reported that you were associated with several accounts maintained in the branch as detailed hereunder, wherein following acts of gross misconduct have been committed by you.

(1) Agarbhathi workers House Building Co-operative Society-Current account No. 245 :

You were the President of the above society. You have not obtained any permission from the Bank for engaging yourself outside the scope of your duties. Even though this account has to be operated jointly by the President and the Secretary as per the Bye laws of the society and as per the resolution, you had drawn the following cheques signing yourself only without the signature of Secretary.

S.No.	Date of Cheque	Cheque No.	Amount	Payee
1.	15-2-1986	66340	Rs.20,000/-	Self
2.	5-3-1986	6719	Rs.20,000/-	V.C. Reddappa Chetty
3.	15-5-1986	6721	Rs.50,000/-	M/s. Rajendra Associates.

Knowing fully well that you have got no power to withdraw the money with your signature only as President

you had done so deliberately and acted prejudicial to the interest of the Bank espousing the bank to greater financial risk.

(2) Arun Enterprises-Current Account No. 250

The above Account was opened on 23-12-1985. It is a Current Account in the name of your wife Mrs. Kasturi Reddy as sole proprietrix, who is an employee of Bharat Electronics Ltd; Bangalore. The account was closed on 20-11-1986 and the total summation of the account runs to several pages and is amounting to Rs. 6.48 lakhs.

- (a) A perusal of the account shows that there were large number of transactions between this account and your SB account No.5.
- (b) Large number of credit challans for this account are prepared by you. The account is also debited without any authority or cheques. A list of few such items are furnished in Annexure-1.

(3) V.C. Reddappa Chetty-SB Account No. 5

In this account your salary and other amounts payable by the Bank is credited. There are also other credits and debits in the account. A perusal of this account shows that the transactions involves several lakhs of rupees which highly disproportionate to your known sources of Income.

- (a) On 11-6-1985 you had collected in this account, an account payee crossed cheque for Rs. 10,000/- drawn by Mr. S.N. Basavaraj in favour of Anil Investments and appropriated the same to yourself.
- (b) on 11-6-1985 you had collected in this account an account payee crossed cheque for Rs. 1,000/- drawn by M/s. Omkar Textiles in the name of Anil Investments and appropriated the same. Both the cheques are not intended for you.
- (c) You had issued a cheque No. 961899 dated 30-10-1985 favoring Bangalore Soft Drinks Private Ltd., for Rs.25,000/- In this account which was paid through clearing on 6-11-1985. Likewise a cheque for Rs.10,000/- was issued in favour of M/s. Bangalore Soft Drinks Private Limited, which was paid through clearing on 5-12-1985. These transactions show your interest in the soft drink business which is outside the scope of your employment.

(3) V.C. Reddappa Chetty and Smt. Rajeshwari—SB Account. 1447:

The account was opened on 6-3-1986 and the account runs to several pages amounting to several lakhs of rupees.

- (a) A large number of transfer entries have taken place in this account with other accounts maintained in the branch by other customers. This shows your financial dealings with other customers. A list of few such entries is enclosed in Annexure-II.

- (b) You had also collected cheques issued in favour of Anil investments in this account without any endorsements or discharge by the payee's of the cheques. List of few such instances are given in Annexure-III. Knowing fully well that these cheques are not intended for this account, you had collected the amount and appropriated the same to yourself exposing the Bank to greater risk.

- (c) (i) On 26-8-1986 you transferred a sum of Rs. 17,500/- from SB account No. 1447 in the names of V.C. Reddappa Chetty and Smt. N. Rajeshwari to the SB Account No. 1040 of Shri T.K. Sriraman.

(ii) On 30-8-1986, Shri T.K. Sriraman has given your a cheque for Rs. 972/- which you had credited into this SB Account No. 1447.

(iii) On 27-3-1987, you got a cheque for Rs.6,000/- from Shri B.R. Balasubramanian, SB Account holder of the branch and you and Sri T.K. Sriraman apportioned this amount by crediting Rs. 2,300/- and Rs. 3,700/- in the SB account -5 in the name of V.C. Reddappa Chetty and No. 1040 in the name of Shri T.K. Sriraman respectively.

(iv) On 14-7-1987 after your transfer, you issued a self drawn cheque for Rs. 7,336.50 which has been transferred to SB account No. 1040 of Shri T.K. Sriraman, Manager of the branch.

This shows your financial dealing with the Manager of the branch, in which you are working.

III. You had collected large number of cheques in the accounts of Arun Enterprises, Current Account No. 259, Shri V.C. Reddappa Chetty, SB Account No. 5, Shri V.C. Reddappa Chetty and Smt. N. Rajeshwari, SB account No. 1447 against the rules without commission and caused loss of income to the bank. The list of few such cheques are given in the Annexure-IV.

From the above it is seen that you have been closely connected with various accounts running to several lakhs of rupees. It is also evident that you have many business dealings outside the scope of your employment.

You had always placed your interest in all the above dealings above that of the bank exposing the Bank to serious financial risks. It is further evident that all the above dealings running to several lakhs of rupees is highly disproportionate to your known sources of income which also confirm that you are engaged in business outside the scope of your employment and without the permission of the bank.

You had committed the above acts abusing and misusing your position as a clerk of the branch and in collusion and connivance with the Manager of the branch. The above acts of yours, if proved, will amount to the following acts of gross misconduct in terms of the service conditions applicable to viz.

- (i) Committing an offence punishable under the Indian Penal code involving moral turpitude.
- (ii) Engaging in any trade or business outside the scope of your employment without the written permission of the Bank.
- (iii) Wilful damages or attempt to cause damage to the property of the Bank or any of its customers.
- (iv) Doing act prejudicial to the interest of the Bank involving or likely to involve the Bank in serious Loss.

"You are hereby called upon to offer you explanation in writing within 7 days of receipt of this charge sheet falling which it will be construed that you have no explanation to offer and further action will be taken on that basis."

3. It appears that when the first party failed to submit his explanation to the charge sheet as called for, the management proceeded with the DE participated by the first party with the assistance of DR during which enquiry the management examined one witness as MW1 and got marked as many as 58 documents at Ex.M1 to M58 and the first party on his part gave his evidence and got marked 3 documents at Ex.D1 to D3. After the conclusion of the enquiry, written briefs were submitted on behalf of the first party as well as by the management and there upon the enquiry officer submitted his findings holding the first party guilty of the charges proposing the punishment of dismissal and after affording an opportunity of personal hearing to the first party, confirmed the punishment of dismissal proposed against him and it is being aggrieved by the order of the dismissal, the first party raised the industrial dispute resulting into the present reference. The first party filed his Claim Statement challenging the legality and validity of the dismissal order passed against him as well as question the legality, validity and fairness of the enquiry proceedings conducted against him on the ground that they were not conducted in accordance with the principles of natural justice.

4. Keeping in view the respective contentions of the parties with regard to the legality and fairness or otherwise of the enquiry proceeding conducted against the first party, this tribunal on 23-10-1991 framed the following preliminary issue:

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper."

5. During the course of trial of the said issue, as on 5-2-1999, the management examined the enquiry officer as MW1 getting marked documents at Ex.M7 to M9 and his cross examination was deferred. Order sheet dated 20-4-1999 would reveal that learned counsel appearing for the first party filed a memo conceding the validity of DE and the matter came to be posted for hearing of the learned counsels on merits of the case. On 16-9-1999, my learned Predecessor after having heard the learned counsel representing the management and after having looked into the written arguments filed on behalf of the first party on

25-9-99, passed an award dated 30-9-99 upholding the dismissal order passed by the management coming into effect from 15-12-1989. The first party challenged the award approaching the High Court in W.P. No. 11081/2000 and his Lordship of Hon'ble High Court while setting aside the award passed by this tribunal, remitted the matter back for fresh disposal making following observations at para 7 of the said order as under:—

"In these circumstances, I deem it proper to set aside the award of the Labour Court. Matter is remitted back for reconsideration only with regard to perversity finding and with regard to Sec. 11A of the Act. Matter is pending fairly long time right from 1991. In these circumstances, I deem it proper to direct the parties to appear before the Labour Court without waiting for any notice, what so ever, on 28-11-2005. Learned counsel are requested to inform their respective clients with regard to the postings of the case on 28-11-2005. Liberty is reserved to lead additional evidence only in so far as perversity/Sec. 11A is concerned. The Labour Court is directed to hear the parties in the light of the material already available on record and in the light of the additional material to be filed in terms of this order and thereafter proceed to pass a reasoned award in accordance with law within 9 months from the date of receipt of a copy of this order without in any way being influenced by the earlier award or by this order."

6. When the matter came up for hearing on 28-7-2005 learned counsel Shri Hegde filed power for the first party and submitted that he has no evidence to lead and his written arguments already on record (dated 25-9-99) be considered and award be passed. On 16-3-2006, learned counsel for the management and also submitted his written argument stating that he has no oral evidence to lead and therefore the matter has come to be posted for award. Now therefore, in the light of the above, the point to be considered would be whether the enquiry findings suffered from any perversity, if not, whether the punishment of dismissal imposed on the first party is not proportionate to the charges of misconduct committed by him.

7. In his Claim statement while challenging the legality and fairness of the DE proceedings, the first party challenged the findings of the enquiry officer as perverse and not based on legal evidence on record. He contended that there are no materials on record to come to the conclusion that he is guilty of the charges of misconduct levelled against him. he contended that the alleged misconducts are not the misconducts under the provisions of Bipartite Settlement. In other words there is no co-relation between the alleged misconducts and the misconducts under the provisions of Bipartite Settlement. He also referred to the oral as well as documentary evidence produced during the enquiry by the management and the evidence produced by him in order to support his case that evidence on record was not legal and sufficient to substantiate the charges of misconduct leveled against him. I would like to refer to the various contentions taken

by the first party in this regard together with the contentions taken on his behalf in the Written Arguments, referred to supra. The management by its Counter Statement on the other hand contended that the oral and documentary evidence brought on record during the course of enquiry was very much legal and sufficient to substantiate the charges of misconduct leveled against the first party which charges in fact have not been challenged by him either by way of submitting his explanation to the charge sheet or by way of defence evidence during the course of enquiry. The management also raised several contentions with reference to the oral and documentary evidence produced by it to sustain the enquiry findings recorded against the first party. Such of those contentions have also been raised by the management by submitting the written arguments and I would like to refer to them in my discussion, hereinafter.

8. Learned counsel for the first party in his Written Arguments dated 25-9-1999 requested this tribunal to take into consideration the averments at Paras 9 and 10 of the Claim Statement in addition to the other contentions raised hereinafter. The first contention in his argument is that there were no complaints against the first party from the customers or from the account holders of the management bank stating that they have suffered loss on account of alleged misconduct committed by the first party. He contended that all the Cheques in question were not passed by him as some of them were also passed by some other Clerks and the passing officer, who is superior to the Clerks in this case is not charge sheeted and punished; that the Agarbathi workers House Building Cooperative Society Limited in its meeting held on 30-4-1998 has ratified the transactions pertaining to the three cheques mentioned in the charge sheet and the society has sent the copy of the resolution to the management on 12-10-1988 accordingly; he contended that Ex. D1 dated 4-2-1988 showing that M/s. Poornima Enterprises and M/s. Poornima Watch House have received the amount in respect of three cheques mentioned in Charge No. 1 of the Charge sheet; that the performance of the first party was highly commendable towards the improvement and mobilization of the bank deposits vide letters of appreciation at Ex. D2 and D3; that his service record is unblemished through out. It was also argued that the decision in 1999(2)LLJ 194 in Catholic Syrian Bank case is not applicable to the present case.

9. The Management on the other hand in the aforesaid written arguments have supported the findings of the enquiry officer and answered the various points of arguments raised by the first party at Paras 19 to 36 to be referred by me as and when it is found relevant and necessary.

10. After having gone through the findings of the Enquiry Officer and the oral and documentary evidence produced by the respective parties during the course of enquiry, I do not find substance in the arguments advanced for the first party that the findings of the enquiry officer have suffered from perversity. There was sufficient and legal evidence in the oral testimony of MW1 and the

documents at Ex. M1 to M58 produced by the Management in substantiating the charges of misconduct levelled against the first party. At the very outset, it is to be noted that the authenticity and the genuineness of none of the documents produced by the management has been challenged by the first party but he has just made an attempt all along to justify the various charges of misconduct committed by him on the ground that they did not amount to misconducts in the light of the terms of the Bipartite Settlement. With regard to the charge that the three cheques as per Ex. M 6 to M 8 which were in favour of the 3rd parties namely M/s. Poornima Enterprises and M/s. Poornima Watch House, the first party wanted to justify his acts in getting those cheques credited to his SB account No. 1447 at Ex. M5 contending that there is a banking practice prevalent in the management that 3rd party cheques irrespective of the nature of cheques are collected through different accounts at the request of the account holders and that he had credited those cheques to his account at the request of the 'payees' as well as the request of Smt. Rajeshwari and in this context he takes support of the letter at Ex. D1 dated 30-4-1988. The above said charges have been proved against the first party as per the Ex. M6 to M8 read with SB Account No. 1447 at Ex. M5. The Enquiry Officer in his findings while discussing the said evidence has come to the conclusion that the first party ought not have collected the amount involving the above said cheques through his account without specific authority from the payees concerned. It was well argued for the management that the documents at Ex. D1 relied upon by the first party has not been attached any credence by the enquiry officer for the reason that the first party got those cheques encashed under his signature in the year 1986 and whereas, the documents at Ex. D1 is of the year 1988 therefore, it is clear that Ex. D1 is only an after thought and there was no letter given to the Bank Manager authorizing the collection as mentioned in the said documents. Therefore, it was rightly held by the enquiry officer that the first party handed over those 3 third party cheques for collection through his account against the rules. The fact that as per Ex. D1 itself the 'payees' has not received the full amount would make it clear that the first party himself appropriated the rest of the amount fraudulently. Similar is the case in respect of the charge that the first party has misused his office and withdrawn amount aggregating Rs. 90,000/- as per Ex. M23 and M25 without the signature of the Secretary which is in violation of byelaws and resolution of the society. the contention of the first party that he did not cause any loss to the bank in withdrawing the said amount under his signature alone without the signature of the secretary and therefore, there was no question of misconduct, again, is not tenable. When the Cheques issued by the said society are to be encashed under the joint signatures of the President (first party workman) and the Secretary of the society, he cannot justify his action in withdrawing the said amount under his signature alone. It was rightly argued for the management that Ex. D1 relied upon by the first party to show that the above said society had held a general body meeting on 30-4-88 and had rectified the payment made to the society

and therefore, he cannot be blamed is without any substance as already noted above, the transactions took place in the year 1986 and whereas the letter at Ex. D1 has come to be issued in the year 1988. In respect of Current Account No. 259 in the name of M/s. Arun Enterprises, of which Smt. Kasthuri Reddy is the Proprietrix as seen from the findings of the Enquiry Officer a large number of operations running to several lakhs of rupees have been allowed to the said current account No. 259 and it is brought in evidence that all the credit challans etc. prepared by the first party himself. The other documents at Ex. M 31 to M34 prove that there has been large transactions between the current account No. 259 and SB Account No. 5 held by the first party. Thereby making it clear that the first party having business interest in M/s. Arun Enterprises and he himself was conducting the business of the abovesaid firm. Similar is the case with Saving Bank Account of the charge sheeted employee meant for credits against the salary, bonus etc. The documents at Ex. M 37 would reveal that large number of credits and debits have been allowed in the said account running into several lakhs of rupees and it was rightly held by the Enquiry Officer that those transactions involving several lakhs of rupees by all means were disproportionate to the known income of the first party. One more document at Ex. M 38 has been produced i. e. a Cheque drawn by the first party to his account No. 5 favouring the Bangalore Soft Drinks Pvt. Ltd., lending support to the contention of the management that the first party was having business interest in the Soft Drinks Business. By looking in the documents at Ex. M 46 to M 52, the learned Enquiry Officer rightly came to the conclusion that in the SB account No. 1447 which is in the name of the first party and his wife, Rajeshwari large number of transactions were allowed and almost all those transactions were made by the first party himself. It is also found that the first party has collected various amounts relating to M/s. Omkar Textiles and Sri S.N. Basavaraj indicating that large number of 3rd party cheques have been collected by the first party thereby exposing the bank to financial risks. The Documents at Ex. M53 to M57 have also been considered by the Enquiry Officer and he came to the conclusion that there are certain financial transactions between the first party and Shri T. K. Sriraman. As per Ex. M57 a cheque for Rs. 6000 was received favouring the first party and a sum of Rs. 3700 was appropriated to the SB Account No. 1040 of Shri T. K. Sriraman and Rs. 2300 were appropriated by the first party. The charge against the first party that he misused his official position by collecting various cheques without collecting the necessary commissions again stood proved vide Ex. M58 which is the report by Shri P.S. Jayashankar, Officer Incharge of the Rajajinagar branch wherein it was stated that an amount of Rs. 298 by way of commission has not been collected and thereby there was a loss of income to the bank.

11. The contention of the first party that there were no complaints from any account holders or the customers of the bank so as to take any disciplinary action against him is again of no significance. It is the case of the

management that RBI has complained about irregularities committed in the management bank and in order to find out the truth an investigation was taken place revealing that there was a *prima facie* case to proceed against the first party. Therefore, it was rightly argued for the management, that here we are not concerned whether any complaint has been received from any customer against the first party but to find out as to whether the first party indulged in irregularities and the misconducts as alleged in the charge-sheet. It was well argued that as an employee of the bank the first party was required to follow the banking procedures and by not following the laid down procedures certainly he has put the bank to great risk. The contention of the first party that the bank has not specified the actual amount alleged to have been misappropriated by him is again devoid of any merit. As noted above, there is evidence on record discussed by the Enquiry Officer to suggest that the first party got encashed the crossed account payee cheques of the 3rd Parties through his account. As per the procedure, in case of crossed cheques, they cannot be encashed without the endorsement of the payees whereas, in the instant case the first party negotiated those cheques without the endorsement of the payees. Not only that the first party submitted the cheques of the outside 3rd parties for collection through his own account and thereby caused loss to the bank there being no collection charges collected on those cheques. Moreover, the details of the collection charges have already been given in the chargesheet itself and therefore it is not correct to say that there is no mention of specific amount appropriated by the first party. Therefore, by going through the oral and documentary evidence brought on record during the course of enquiry and the findings of the Enquiry officer, by no stretch of imagination it can be said that charges of misconduct levelled against the first party has been proved by sufficient and legal evidence. The reasonings given by the Enquiry Officer found on pages 16 to 19 would make it abundantly clear that each and every charge of misconduct levelled against the first party have not been proved by way of documentary evidence read with the oral testimony of MW1. As argued for the management, all the misconducts enumerated in the charge-sheet or to call them as statement of facts, have not only been proved by sufficient and legal evidence but also stand proved in the very stand taken by the first party in not denying those statement of facts if not the misconducts as incorporated in the chargesheet. As noted above, the first party did not deny the authenticity and the genuineness of any of the document involving the transactions as narrated in the chargesheet annexed with Annexures 1 to 4. All alone the first party was harping to say that those transactions did not constitute the misconduct in terms of the Bipartite Settlement. It is also to be noted that no where the first party in response to the aforesaid charges has come out with the case that those acts of him are not against the laid down procedure and the rules to be followed in the banking business. The next of repeated contention of the first party to get out of the clutches of the charges of misconduct as noted above, was that no complaints have been received from the account holders and customer of

the bank nor any financial loss has been caused to the bank. First of all there is no force in the said contention as already noted above, RBI found irregularities committed in the business of the management bank and on the complaint made by the said authority investigation was taken upto reveal the various irregularities committed by the first party in conducting himself as an official of the bank. Nobody can say that there was no financial loss to the management bank as already noted above, he had appropriated the funds to himself, the amount involved in the abovesaid three cheques and it is also undisputedly established that he did not collect the charges of commission on certain cheques got encashed through his own SB Account. In the result I must hold that charges of misconduct have been very much proved by the management by leading sufficient and legal evidence and that findings of the Enquiry Officer are supported by the evidence on record with cogent reasonings.

12. Now coming to the question quantum of punishment, their Lordship of Supreme Court in a decision reported in (1996) 9 SC 69 under similar facts and circumstances of the case laid down the principle that when the officer of the bank has acted and passed cheques involving substantial amounts beyond his authority, such acts could not be treated merely as errors of judgment and ruled that any bank officer dismissed for acting beyond his authority deserved punishment of dismissal. It has been further held that if an employee of the banks violated any of the guidelines and directions issued by the authorities in discharging his functions, the only punishment to be imposed is dismissal from service. His Lordship of Madras High Court reported in (1999) 2 LLJ 264 while commenting upon the discretionary powers of this Tribunal under Section 11A of the ID Act held that those powers are not meant to interfere with quantum of punishment when there is a case of proved misconduct of crediting his account with money that should have been credited to account of the customers and thereby withdrawing the same and utilizing it for himself. In the instant case also the first party has done the same thing. Therefore, keeping in view the facts and circumstances of the case and the nature of the misconduct proved against the first party I do not find that the action of the management in dismissing the first party from his services is not legal and justified. The documents at Ex. D2 and D3 taken support of by the first party that his performance was appreciated by the management and that his service records throughout was unblemished, in my opinion will not mitigate the gravity of the misconduct committed by him. On the other hand those documents will speak to the fact that whenever the work of the bank official concerned was worth commending, the management appreciated the official concerned and whenever official was involved in commission of misconducts of the nature on hand deserved severe punishment, such as, punishment of dismissal. It is in this view of the matter the discretionary powers conferred upon this Tribunal under Section 11A of the ID Act cannot be invoked so as to modify the punishment of dismissal awarded against the first party, particularly, in the light of the principle laid down by their

Lordship of Supreme Court and Madras High Court in the abovesaid two decisions. Hence the reference answered accordingly and following award is passed.

AWARD

The reference stands dismissed. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me, on 29th March, 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एण्ड जयपुर के प्रबन्धन के सम्बद्ध नियजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या आई.डी.175/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-12012/240/2000-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-175/2000) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 7-4-2006.

[No. L-12012/240/2000-IR (B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL- TRIBUNAL-CUM LABOUR COURT, LUCKNOW

PRESENT:

Shrikant Shukla, Presiding Officer

I.D. No. 175/2000

Ref. No. L-12012/240/2000/IR(B-I)

Dated 16-10-2000

Between:

Sri Prem Singh C/o Sri Radhey
Shyam Tewari, 107/76 Jawahar
Nagar, Kanpur (U.P.) 208001.

AND

The General Manager,
State Bank of Bikaner & Jaipur
H.O. Tilak Marg,
Jaipur (Rajasthan) 302 001

AWARD

The Government of India, Ministry of Labour, New Delhi, *vide* its order No. L-12012/240/2000-IR(B-I) dated 16-10-2000 referred the following dispute for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow :

“Whether the action of the management of State Bank of Bikaner & Jaipur in terminating the services of Shri Prem Singh w.e.f. 19-3-85 is legal and justified? If not, to what relief the workman is entitled to?”

The worker's case in brief is that he was appointed in the State Bank of Bikaner & Jaipur branch Birhana, Kanpur from 28-12-84 on the post of Peon/Chowkidar and he continued to work till 18-3-85, but on 19-3-85 his services were terminated abruptly without any reason and without observing the provision of I.D. Act. According to the worker, the employer never allowed to works of 4th Class to complete 90 days work and after terminating the services new hands appointed, so that the worker may not claim permanency. It is alleged that the post of Peon/Chowkidar is of permanent nature but the management has been deploying temporarily and daily rated workman on the said post which amount of unfair labour practice. The worker has further alleged that the worker filed a case for conciliation before Asstt. Labour Commissioner (C) Kanpur through U. P. Bank Employees Federation within the time allowed by the law on which the bank objected that the worker never turned up for service. The Bank also alleged before the ALC (C) that regular notice shall be given and the worker & shall be re-engaged. On the assurance of the opposite party the ALC (C) adjudicate the case as unsuitable for reference. Aggrieved by the order of the Central Government/Labour Deptt. the U. P. Bank Employees Federation filed a writ petition before the Hon'ble High Court, Allahabad No. CMWP 45884/92 the Hon'ble High Court on 12-3-99 passed the following order :

“Let a mandamus do issue accordingly. In case reference is sought by individual workman once again within a period of two months from the date a certified copy of this order is obtained by the union, the appropriate authority under section 10 is directed to reconsider the said question once again within a period of one month from the date of raising such dispute. No. cost.”

The worker again filed application before Asstt. Labour Commissioner (C) Kanpur requesting for reference to the government. The worker has been pursuing hard to get the employment but he failed to get the employment. It is further alleged that juniors to the worker has been retained in services.

The worker has prayed that this court may declare the termination of the worker dt. 19-3-85 as illegal and unjustified. The worker has also prayed that he be reinstated in services with all consequential benefits. The worker has filed photo copies of the following documents in support of his case :

1. Memorandum of appointment of the worker for the period 29-12-84 to 27-1-85 paper no. 4/2

2. Memorandum of appointment of the worker for the period 28-1-85 to 26-2-85 paper no. 4/3

3. Memorandum of appointment for the period 27-2-85 to 18-3-85 paper no. 4/5

5. Photo copy of application for employment purported to have been received by the opposite party on 20-6-87 paper no. 4/6, 7

6. Photo copy of application dt. 1-6-87 address to ALC (C) Kanpur.

Opposite party has denied the claim of the worker and has stated that the opposite party bank has prescribed rules for appointment of temporary workman and for such appointment the maximum age limit is 24 years. The workers appointment was not made by the competent authority according to the rules, but he was appointed for temporarily period when the regular employees proceeded on leave. It is alleged that his appointment was purely temporarily period and was for fixed period without adopting the prescribed procedure only with a view to exigencies of work. According to the procedure laid down for the appointment of such sub staff the names are called from Employment Exchange and after interview they are appointed and without observing this procedure nobody can be appointed. The worker was not appointed according to the procedure laid down. The worker was engaged to meet the temporarily requirement of the bank so that the bank's activities do not suffer. Worker according to his own showing has not worked for 240 days before his termination and worker is not entitled for any relief. His termination was automatic on the expiration of the period for which he was employed and therefore the worker was not required to served any notice by the opposite party. According to the bank management the bank *vide* circular no. 42/87 dated 23-4-87 gave an opportunity to the workers who were temporarily employed by the bank and accordingly advertisement were given in the daily news papers through out the country and after the selection of the suitable candidate workers were employed. It is also alleged that the worker has raised the dispute by the demand letter 2001 after a lapse of 16 years and therefore the claim is time barred. It is specifically clear from the appointment letters that the worker's services came to end on date mentioned therein and the worker after understanding well worked in the bank. It is admitted that the Hon'ble High Court passed the order in W.P. No. 45884/92 on 12-3-99 but it is alleged that the worker did not raised dispute within the period fixed by the Hon'ble High Court. It is stated in the order passed by the Hon'ble High Court that the worker should raised the dispute within the period of 2 months but the worker himself neglected it. The worker has twisted the facts for obtaining relief. It is also pointed out that in the circular no. 23-4-87 and subsequent letter no. F/3/104/87/IR dt. 16-8-90 all those worker were eligible who completed 90 days working or more after 1-1-83 and who were terminated by letter no. P/REI/PENP/6 dated 22-10-90 and it is also alleged that Prem Singh is not eligible as he had not worked for 90 days or more. The management has therefore requested that issue may be decided against the worker. The management had filed the following documents in support of his case :

1. Bank Circular No. PER/27/78 dt. 16-5-98.
2. Bank Circular No. PER/66/79 dt. 12-11-79.
3. Bank Circular No. PER/120/2000-2001 dt. 30-3-01.
4. Bank Circular No. PER/24/87 dt. 12-3-87.
5. Letter to Govt. of India dt. 16-8-90.
6. Terms and conditions of temporary employees.
7. Bank Circular No. PERP/7EHP/6 dt. 22-12-96.
8. Copy of Notice English.
9. Copy of Notice Hindi.
10. Copy of Notice publish in New Paper on 24-10-96.
11. Bank Circular No. PER/42/87 dt. 23-4-87.
12. Letter of Branch Manager address to Personal.
13. Letter/application form for ex-temporary employees.
14. Bank Circular No. PER/41/87 dt. 22-4-87.
15. Letter From Branch Manager to AGM.

The worker has been cross-examined by the representative of the opposite party and the management has been cross-examined by the worker's representative. Additional documents have also been filed by the management which are same as those filed by the worker from paper no. 4/2 to 4/5.

Heard workman's representative. The opposite party representative could not be heard as he was absent as date was fixed for argument.

It is not disputed that the worker was engaged by appointment letters the photo copies of letters has been filed by the parties. From the appointment letters it reveals that the worker has not completed 90 days of working. It is false to say that the worker was engaged on 28-12-84 as the appointment letter itself shows that he was appointed w.e.f. 29-12-84. The worker has tried to put false facts in his statement of claim and affidavit that he was engaged to work from 28-12-84. It can not be said that he does not know english and knows Hindi only. Because dates in Hindi Type writer is also written in English only. He himself alleged that he worked as Peon/Chowkidar therefore he ought to have known the conditions of the appointment letter. Photo copy of experience certificate which has been produced by the worker also goes to prove that he worked for a period of 80 days from 29-12-84 to 18-3-85. He can not come forward with the false story. There is photo copy of State Bank of Bikaner and Jaipur, H.O. Jaipur Circular No. PER/66/79 dated 12-11-79 which prohibits the Branch Manager employed temporarily workman in service beyond 80 days.

It is in light of the circular restriction has been imposed for employing the worker beyond the period of 80 days. Circular also prohibits to employ in subordinate cadre any person who is beyond 24 years of age from the photo copy of the application submitted by the worker from employment his date of birth as shows as 18-7-66. Therefore he disqualified himself become even temporarily employee on 29-12-84. Sri S. K. Suri, Branch Manager, State Bank of Bikaner & Jaipur, Birhana Road, Kanpur has clearly stated in affidavit in para 7 that engagement of worker was not made by adopting prescribed procedure. As such on the basis of such engagement the worker can not claim as back door entry in the bank and claim for regularisation. The said witness Sri Suri has not been cross-examined on that statement. It is concluded on the basis of evidence produced by the parties that the worker has not completed 240 days of continuous working before his termination. Therefore he can not claim to get the notice from the employer or to get any retrenchment compensation.

The worker was employed for the fixed term and last day of his work has shows in the appointment letter is 18-3-95 therefore he stands terminated on 19-3-85 and no notice or compensation is needed in this regard.

The State Bank of Bikaner & Jaipur vide Circular No. PER/42/87 dt. 23-4-87 came forward with the scheme of absorbing ex-temporary employees and consequently meeting was called by the Jt. Secretary, Ministry of Finance, Deptt. of Economic Affairs, Banking Division on 29-9-88. A committee consisted of representative of other banks including State Bank of Bikaner & Jaipur also represented and they finally came forward that those temporarily employees who have completed services of 90 days or more after cut of date i.e. 1-1-82 will only be eligible for considering under the scheme. This fact is based upon the documents filed by the management. From the photo copy of the application of the worker it is made out that he applied for absorption on 20-6-87 and it is found that he was not eligible therefore he was not absorbed in the services. It is noteworthy that worker has not challenged his absorption on the above ground that he was qualified to be considered for absorption and he was not absorbed.

On the discussions above I come to the conclusion that worker stands automatically terminated on the period 19-3-85 as he was appointed upto 18-3-85 alone. He has not put in 240 days of service before his termination and therefore opposite party is not liable to give him notice or compensation for terminating his services. The termination of the worker Prem Singh w.e.f. 19-3-85 is legal and justified and accordingly issue is answered. Worker is not entitled to any relief.

LUCKNOW

17-12-2004

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1667—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी आर-63/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-12012/161/2000-आई आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CR 63/2001) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Mysore and their workman, which was received by the Central Government on 7-4-2006.

[No. L-12012/161/2000-IR (B. 1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT BANGALORE- 560022

Dated : 28th March, 2006

PRESENT:

Shri A. R. SIDDIQUI, Presiding Officer

C. R. No. 63/2001

I PARTY

Shri Muniswamy Rao,
No. 340, Sultanpalya
Main Road,
Manohararayanapalya,
Near Lakshmi Venkateshwara
Floor Mills, RT Nagar P.O.,
Bangalore-32.

II PARTY

The Managing Director,
State Bank of Mysore,
Head Office,
K. G. Road,
Bangalore-560009

AWARD

1. Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/161/2000-IR (B-1) dated 27th August, 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of State Bank of Mysore, Bangalore in not giving re-employment and not regularizing the services of Shri V. Muniswamy Rao is justified? If not, what relief he is entitled?"

2. The case of the first party workman as made out in the Claim Statement, in brief is, that being appointed as a Peon (sub staff) by the management bank w.e.f. September

1984. He worked as such till January 1986 as no work was provided to him thereafter. On 18-6-1985 he made an application furnishing his bio-data to consider him for absorption as permanent staff, that the management issued a circular dated 24-4-1991 and also issued a notification in newspapers with regard to the absorption of temporary employees who have worked for 90 days between 1-11-1984 and 31-12-1989 to consider the application for the said purpose before 31-12-1991. In the meanwhile a circular dated 3-9-1991 was issued for appointment of sub staff for absorption of temporary staff who have worked for 90 days and above in the bank in between 31-10-1984 and 31-12-1989; that as per bulletin dated 25-2-1991 issued by the State Bank of Mysore Employees Union, the first party submitted an application dated 5-3-1991 to the General Secretary of the said union to be forwarded to the management giving out particulars of his services rendered with the bank which was forwarded to the management by the Union. That apart, the first party in response to the paper notification also submitted an application to the Regional Manager and vide letter dated 18-12-1991 made a request to consider his application along with the certificates to show that he worked for 90 days during the aforesaid period; that the first party when did not receive any information from the management, he filed Writ Petition No. 3407/97 seeking direction to the management to absorb him to the post of sub staff. It was disposed off by the Hon'ble High Court vide order dated 20-10-1998 with a direction to the first party to file his application within a month with necessary proof regarding his temporary services, to be considered by the management in accordance with the scheme etc. He submitted the application as directed by the High Court giving out the details and particulars of his temporary services and in response to his application, the management sent a communication dated 25-1-1999 rejecting his application on the ground that he was not coming under the purview of the protected category of the employees under the I.D. Act which communication was illegal and contrary to the circulars issued by the management bank, referred to supra. The first party once again made representation dated 8-5-1999 to consider his case in accordance with the aforesaid circulars and received a letter from the management dated 18-5-1999 stating that since he has not worked for 240 days in a block period of one year, he cannot be absorbed which letter of the management is again illegal and contrary to the said circulars. Therefore, the first party made a Claim Petition dated 22-11-99 before the Regional Labour Commissioner raising the dispute under the ID Act and the management once again opposed the claim of the first party on the ground that he did not complete continuous service of 240 days and the failure report submitted by the RLC having been accepted by the Government reference under the ID Act was refused; that aggrieved by the action of the Government in not making the reference of the dispute, the first party approached the High Court in WP No. 548/01 and under the orders of the High Court present reference is made.

3. The management by its Counter Statement inter alia contended that first party did not work with the management between September 1984 and January 1986 but was given

work only intermittently and on temporary and casual basis, whenever, there was work. He did not work for a continuous period of 240 days and more during any block period of 12 months and there is no provision/scheme to absorb any temporary employee on permanent basis; that whenever possible temporary employees were absorbed in terms of the scheme and circular issued by the management from time to time and since the first party did not qualify to be appointed on permanent tenure he could not be absorbed as a permanent employee. The management then denied that the first party was eligible for permanent appointment *vide* circular No. 9 dated 24-4-1991 and all those who were eligible and qualified were appointed on a permanent basis; that the first party was not eligible to be absorbed as mentioned in the said communication dated 25-1-1999 since he did not work for 240 days and more during the block period of 12 months and therefore, he is not entitled to be absorbed directly as permanent workman in a public sector undertaking like the management which will amount to back door entry into service in gross violation of Article 14 & 16 of the Constitution of India; that the temporary and casual workman at the best be given preference while filling permanent vacancies and cannot as a matter of right insist on absorption on a permanent basis and since the first party was not eligible and qualified to be considered for permanent employment he could not be employed and therefore, his grievance is not tenable and therefore, provisions of Section 25 F of the ID Act are totally irrelevant in the background that the first party did not admittedly worked for 240 days or more continuously in a particular calendar year. Hence the reference is liable to be rejected.

4. During the course of trial, the management examined Dy. Manager, Industrial Relations Department as MW1 who deposed to the facts on the basis of the records. He stated that while first party was working as temporary sub staff at Jayanagar 9th Block branch, he worked during the period from September 1984 to December, 1984 for 47 days in the first spell and again during January 1985 to July 1985 for a period of 90 days in the second spell. He stated that as per the circular dated 21-4-1991 issued by the management opportunity was given to the temporary workers who had completed 90 days of work for the permanent post as per Ex. M2 and there is another circular dated 3-9-1991 at Ex. M3 prescribing certain rules giving opportunities to the temporary workers who worked for 90 days prior to 31-10-1984. He then stated that first party in this case though worked for 90 days but did not apply to the bank seeking permanent job and the application said to have been made by him with the employees' union has not been received by the management. He then referred to the statement showing the payment of bonus to the first party for the year 1985 at Ex. M4 and the application dated 18-6-1989 made by the first party at Ex. M5. He stated that the reply has been given to the said application by the management at Ex. M6 and as per letter dated 18-5-1989 as per Ex. M7. In the last sentence MW1 stated that that first party has never worked continuously for a period of 240 days so his reference is to be rejected. In his cross examination it was elicited that as per circular dated 3-9-91 at Ex. M3, applications were invited for permanent appointment from the temporary workers who had worked

for 90 days and as per the said circular those worked for 90 days during the period from 1984 to 1989 they were eligible to give such applications. It was also elicited that as per the court orders in the Writ Petition filed by the first party, first party gave application to the management along with the necessary particulars but the management has not considered his request for regularization of his services. He then admitted that they have appointed temporary employees as per the said circular. In the last sentence of his cross-examination, MW1 admitted that first party was eligible to apply for his absorption in the bank as per said circular.

5. The first party by way of his examination chief filed an affidavit reiterating the various averments made in his Claim Statement and therefore, need not be repeated again. In his cross-examination it was elicited that he worked in between September 1984 to December 1984 for 47 days and from January 1985 to July 1985 for 90 days as per Ex. M1. It was elicited that Ex. M5 is his application for the post of sub staff on temporary basis and Ex. M2 and M3 are the aforesaid circulars. It was also elicited that as per the High Court order he submitted an application and it was rejected by the management as per Ex. M6. It was also elicited from the first party that he did not work for a period of 240 days and more continuously in a particular year during the above said period. In his further examination chief first party produced seven documents and his statement is as follows :

"I now see the copy of my application to the General Secretary of the Union. It is at Ex. W1. Ex. W2 is the High Court Order in W.P. No. 2407/97. Ex. W3 is my representation copy dated 2-11-1998 as per the directions of the High Court. Ex. W3(a) is the AD Slip. Ex. W3(b) is the letter from the Post Office. Ex. W24 is the reply of the management. My second representation to the management is at Ex. W5. Ex. W6 is my representation. Ex. W7 is the reply of the management."

6. In his further cross examination it was elicited that Ex. W1 does not bear his signature and the date and columns are not filled up and that Ex. M6 is the reply of the management, to Ex. W3. He denied the suggestion that Ex. W1 was not sent to the management. The management also relied upon seven documents marked at Ex. M1 to M7 and they are as under (as per the list) :

1. Staff Circular No. 9 dated 21-4-1991
2. Staff Circular No. 66 dated 3-9-91
3. Form C Showing Bonus paid to first party
4. Copy of letter dated 13-9-1985 of manager, 9th Block, Jayanagar, Bangalore of the number of days worked by first party.
5. Copy of the letter dated 18-6-1989 of first party addressed to the General Manager, Head Office, Bangalore-9.
6. Copy of the letter dated 25-1-1999 of Asstt. General Manager addressed to first party.
7. Copy of the letter dated 18-5-1999 of AGM to first party.

7. Learned counsel for the management vehemently argued that as per the above said circulars at Ex. M2 and M3 twice opportunities were given to the temporary employees to submit their application along with service particulars in case they had worked for 90 days period as prescribed therein but the first party did not avail those opportunities. He submitted that the first party said to have given his application at Ex. W1 dated 25-2-1991 to the General Secretary of the Employees Union to be forwarded to the management but that has not been received by the management. He submitted that the first party worked for 47 days in the first spell and for 90 days in the Second Spell and therefore, did not work continuously for a period of 240 days and more and in the result he cannot be considered for reemployment much less for regularization of his services as a sub staff. He also contended that the present dispute must fail on account of inordinate delay of about 20 years as cause of action arose somewhere in the year 1991 and the reference has been made in the year 2001.

8. Whereas, the learned counsel for the first party argued the fact that the first party did not work continuously for a period of 240 days and more is not disputed and cannot be disputed but the claim of the first party is not on that basis but on the ground that he worked for a period of 90 days between the year 1984 and 1989 as contemplated under the above said circulars and therefore, he was eligible to be absorbed as a sub staff and since the management admittedly did not consider the various representations made by the first party, that too, in the light of the directions of the Hon'ble High Court in the aforesaid writ petitions, the first party now has come out with the present dispute seeking relief from this tribunal. He submitted that when the management by oral and documentary evidence in so many words admitted the fact that the first party was in the service of the management bank for a period of more than 90 days during the year 1984 and 1989, then, it was for the management to explain as to why his case was not considered in the light of the aforesaid circulars despite he made a fresh application to the management in that regard, that too, under the directions of the High Court in the above said writ petition. He submitted that the replies given by the management at Ex. M6 & M7 marked on behalf of the first party once again at Ex. W4 and W7 were beside the point, illegal and in contravention of the aforesaid two circulars basing the claim of the first party. He submitted that the management refused to consider the case of the first party on the ground that he does not come under the purview of protected employees category and again on the ground that he did not work continuously for 240 days in a block period. Whereas, the claim of the first party or the right claimed by him is for absorption as a permanent sub staff of the bank was not based on the fact that he worked for 240 days and more in any block period but was on the basis that he worked for 90 days between 1984 and 1989 and therefore, was eligible to be absorbed in permanent service as per the aforesaid circulars. Therefore, learned counsel submitted that the management be directed to absorb the first party into its services as his claim for absorption was not considered in the light of the said circulars but on Extraneous ground not relevant for purpose. As far as delay in raising the dispute is concerned,

learned counsel submitted that it is the management to be blamed and not the first party who was agitating his rights from the year 1991 onwards.

9. After having gone through the records, I find substance in the arguments advanced for the first party in so far as denial of his claim about the absorption. The facts undisputed are that the first party worked with the management bank as a temporary peon between 1984 and 1986 i.e. for the period of 47 days from September 1984 and for a period of 90 days from January 1985 to July 1985 as admitted by MW1 himself in his deposition before this tribunal and the document at Ex. M1 produced by the management, itself. It is not disputed and cannot be disputed that as per the aforesaid circulars at Ex. M2 and M3 an opportunity was given to the temporary employees who worked for 90 days between 1984 and 1989 to seek absorption of their services as temporary sub staff. It is again on record that when the management did not consider the case of the first party in the light of the aforesaid certificates, he approached the Hon'ble High Court in W.P. No. 3407/97 and his Lordship by order dated 20-10-98 called upon the first party to make fresh application within a month to be considered by the management in the light of the facts admitted that his case fell under the purview of the aforesaid two circulars. It is on record that the management by its communication dated 25-1-1999 marked at Ex. M6(W4) expressed its inability in considering the case of the first party on the ground that he did not come under the purview of protected category of employees under the ID Act. When the first party once again by his letter dated 8-5-1999 requested the management to consider his case, the management as noted above, by letter dated 18-5-1999 marked at Ex. M7(W7) rejected the request of the first party saying that he cannot be absorbed in the permanent cadre of sub staff of the bank as he did not complete 240 days of service in a block period of 12 months. Before going to advert upon the respective contention of the parties I would like to bring on record the observations made by the Lordship of Hon'ble Court in the aforesaid writ petition at Para 3 of the said order as under :—

"Learned counsel for the respondents submitted that if the petitioner files an application within one month from this date with necessary proof regarding his temporary service. The bank will consider said application in accordance with the scheme, if any that is in force, and take appropriate decision in the matter within three months from the date of receipt of application. Learned counsel for the petitioner submitted that the petition may be disposed of by recording the said submission. The petition is accordingly disposed of. Nothing stated above shall be construed as accepting the claim of the Petitioner for appointment".

10. Therefore, in the light of the above said observations, the contentions of the first party that he made an application Ex. W1 referred to supra to the General Secretary of the Employees Union and that was forwarded to the management and that he also submitted his application in response to the above said newspaper notification published by the management as averred in

para 5 of the Claim Statement and the contention of the management that it did not receive the application at Ex. W3 through the employees union nor it receive any other application from the first party in pursuance to the aforesaid newspaper notification published in the light of the aforesaid circular lose their importance and significance. Now the only question to be considered would be whether the first party made an application with the management seeking absorption in the light of the directions of the High Court at para 3 of the said order and whether the management considered or not his said application in the light of the circulars referred to supra.

11. As seen above, learned counsel for the management taking support of the aforesaid communication and letter issued by the management in rejecting the request of the first party submitted that he did not come within the purview protected category of the employees as he did not complete 240 days continuous service in a block period. Whereas, it is case of the learned counsel for the first party that the request of the first party could not have been rejected by the management on the ground that he did not complete continuous service of 240 days in a block period as the claim of the first party was based on the aforesaid circulars issued in the year 1991 giving opportunity to the temporary employees seeking absorption as a permanent sub staff in case the employee completed 90 days of service between 1984 and 1989. He submitted that since, undisputedly, the first party completed service of the required period during the aforesaid period his right to claim absorption could not have been rejected by the management. There is substantial force in his arguments. A reading of the order of High Court in the aforesaid writ petition would make it abundantly clear that the first party approached the High Court seeking relief of absorption in the light of the circular dated 5-3-1991 mainly on the ground that he worked for 90 days between 1984 and 1986 and therefore, he was eligible to be considered for absorption as a permanent sub staff. It is in this view of the matter irrespective of the fact whether the first party had made any application for absorption earlier to the Writ Petition or not, his Lordship called upon the first party to make fresh application within a month calling upon the management to consider his application by taking appropriate decision in the matter within three months from the date of receipt of the application. Therefore, it is pursuant to the aforesaid directions of the Hon'ble High Court, it appears that the first party made an application accordingly which came to be rejected by the management by communication dated 25-1-1999 as per the Ex. M6. Once again he made application dated 8-5-1999 and that was again rejected by the management on the ground that he did not complete continuous service of 240 days in a block period of 12 months. It was rightly argued for the first party that the rejection of the application of the first party by the management on two occasions vide Ex. M6 and M7 is in contravention of the aforesaid circulars issued by the management itself and so also in violation of the directions issued by the Hon'ble High Court in the aforesaid Writ Petition. The management as noted above, was to consider the case of the first party keeping in view the said two circulars

issued by it at Ex. M2 & M3 and to consider the case of the first party in the light of the said circulars, the management was supposed to find out as to whether the first party fulfilled the requirements of service of 90 days during 1984 and 1989 so as to be eligible for absorption of permanent sub staff post. It is very strange to note that the management instead of considering the case for the first party under the above said circulars rejected his request on the ground that he did not complete continuous service of 240 days in a block period of 12 months, which ground was not at all available to management in view of the fact that the first party approached the High Court seeking his right to absorption in the light of the aforesaid circulars basing his claim that he had fulfilled the requirement of those circulars having completed 90 days of service between 1984 and 1989. It is again interesting to note that the management in its Counter Statement as well as in the evidence of MW1 nowhere made out a case that, infact the management has considered the case of the first party in the light of the aforesaid circular and since the first party did not fulfill the requirement his request was rejected. The stand taken by the management in the Counter Statement as well as by way of evidence before this tribunal once again is that he did not complete 240 days of continuous service and therefore, he was not eligible for the right claimed. It is in this view of the matter the case of the management must collapse under its own weight as admittedly it did not consider the case of the first party in the light of the circulars and in the light of the fact that the first party fulfilled the requirements as contemplated under those circulars. The management in fact as noted above, has gone against the very directions of the Hon'ble High Court in the Writ Petition much less in contravention of the spirit of the above said circulars not disputing the fact that the case of the first party was covered under those circulars having fulfilled the requirements prescribed for the purpose of absorption as a permanent sub staff. Therefore, the communication dated 25-1-1999 and the letter dated 18-5-1999 issued by the management in not considering the first party's case in the permanent cadre of sub staff are liable to be quashed as illegal and in violation of the aforesaid two circulars and the directions of High Court in the Writ Petition referred supra. In the result there cannot be any hesitation in the mind of this tribunal to the conclusion that the action of the management in not providing employment and in not regularizing the services of the first party by way of absorption is illegal and unjustified. Since the management has failed to take appropriate action in considering the case of the first party in the light of the aforesaid circulars and the directions of the Hon'ble High Court, there is no fun in calling upon the management once again to reconsider the case of the first party as the management has made its stand very clear in the light of Ex. M6 & M7 indirectly saying that they are not going to consider the case of the first party in the light of the circular, referred to supra. The first party has established his case fulfilling the requirement of period of 90 days of service between the year 1984 and 1989 being eligible to the absorbed as permanent sub-staff keeping in view the aforesaid circulars. Particularly when it is not the case of the management that he did he not fall under the category

of temporary employees completing 90 days period of service between 1984 and 1989 as required by the circulars. The resultant corollary would be the reinstatement of the first party in service with a direction to the management to absorb him in permanent cadre of sub-staff of the bank.

12. Keeping in view the peculiar circumstances of the case and the inordinate delay caused in raising the dispute on hand, it appears to me that ends of justice will be met if the first party is ordered to be reinstated in service without any back wages and relief of continuous service till the date of this award. Accordingly reference is answered and following award is passed.

AWARD

"The management is directed to absorb the first party in permanent cadre of sub staff in their bank within 3 months from the date of publication of this award. The first party shall not be entitled to any other relief. No costs."

(Dictated to PA transcribed by her corrected and signed by me on 28th March, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1668—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मार्मागांव मेरीटाइम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुंबई के पंचाट (संदर्भ संख्या 54/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-36011/2/2004-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th April, 2006

S.O. 1668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No.1 as shown in the Annexure, in the Industrial Dispute between management of M/s. Mormugao Maritime, and their workmen, received by the Central Government on 5-4-2006.

[No. L-36011/2/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

MUMBAI

PRESENT:

Justice Ghanshyam Dass,
Presiding Officer

Ref. No. CGIT-54 of 2004

PARTIES : Employer in relation to the management of
M/s. Mormugao Maritime

And
Their workmen

APPEARANCE:

For the Management : Shri Hegde, Adv.

For the workman : Absent

State : Maharashtra

Mumbai dated the 17th day of March, 2006.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 vide Govt. of India, Ministry of Labour letter No. L-36011/2/2004-IR(B-II) dated 14-6-2004.

2. The terms of reference given in the schedule is as follows:

"Whether the action of the management of M/s. Mormugao Maritime, Goa in dismissing Shri. J. C. Palayekar from employment w.e.f. 18-2-2002 is legal and justified? If not, to what relief the workman is entitled?"

3. The parties to the Industrial dispute have settled down the matter in between them, whereby it has been agreed that a sum of Rs. 2,79,853 being the lumpsum amount on account of dismissal of the workman has been paid to the workman and now no dispute whatsoever is left in between the parties. The request is being made that the award may be passed accordingly. This settlement has been arrived at by the parties before the Lok Adalat held today i.e. 17-3-2006.

Since no dispute exists, the award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1669.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 43/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2006 को प्राप्त हुआ था।

[सं. एल-12012/184/2001-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th April, 2006

S.O. 1669.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2002) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab & Sind Bank and their workmen, received by the Central Government on 5-4-2006.

[No. L-12012/184/2001-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 43/2002

Shri Chabi Lal, C/o Sh. Tek Chand Sharma,
25 Sant Nagar, Civil Lines, Ludhiana-144 001.

.....Applicant

Versus

(1) The Zonal Manager, Punjab & Sind Bank, Zonal
Office, Civil Lines, Ludhiana-144001.

..... Respondent

APPEARANCES:

For the workman : None

For the Management : Shri J. S. Sathi

AWARD

PASSED ON 21-3-2006

Central Govt. vide notification No. L-12012/184/2001-IR (B-II) dated 11-2-2002 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Sh. Chabi Lal S/o Sh. Ikadit Lamsal Peon w.e.f. 20-12-1996 is just and legal? If not, to what relief the workman is entitled and from which date?”

2. In the present case none is appearing on behalf of the workman since long. The authorised Rep. of the management Shri J. S. Sathi made a statement that workman is not attending his case even has not filed the claim statement for the last about four years perhaps gainfully employed and in view of the same present reference may be returned for want of prosecution. In view of the above, since the workman appears to be not interested to pursue with the present reference as he has not filed his claim statement for the last four years, the present reference is returned to the Appropriate Govt. for want of prosecution. Central Govt. be informed. File be consigned to record. Chandigarh.

21-3-2006. RAJESH KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का.आ. 1670.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान स्टील कंस्ट्रक्शन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 41/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-42012/148/2003-आई.आर. (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1670.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Hindustan Steel Construction Limited and their workmen, received by the Central Government on 7-4-2006.

[No. L-42012/148/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated : 27th March, 2006

PRESENT:

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 41/04

I PARTY

Shri P. R. Raikar,
H. No. 967,
Arunodaya Hanumathanagar,
Main Road, Old Town,
Bhadravati,
Bhadravati-577 301.

II PARTY

The Senior Project Manager,
Hindustan Steel Construction Limited,
P.O. Bhadravati, District -Shinoga,
Shimoga

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/148/2003-IR (CM-II) dated 29th July, 2004 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Hindustan Steel Construction Limited in not paying the one month notice pay to the ex-employees of HSCL who opted for Revised Voluntary Retirement Scheme circulated vide letter No. PER/PR/531/2002/556/G-1930 is legal and justified? If not, to what relief the concerned workman are entitled?”

2. On the receipt of the reference to this tribunal, notices were taken against the first party as well as the Second Party management. Shri NVV filed power for Second Party and Shri S. V. Prakash filed power for three persons namely P. R. Rayakar, R. S. Raikar and N. V. Nayokal on 31-12-2004 and case came to be posted for filing of the Claim Statement by the first party. From 28-2-2005 till 10-6-2005 the case underwent several adjournments giving opportunity to the first party to register their Claim but

they failed to do so and the matter came to be posted for filing of the Counter Statement by the Second Party. On 21-10-2005 Second Party filed the Counter Statement and case was posted for their evidence. On 4-1-2006 the Second Party filed an affidavit of MW1 as an examination chief and the matter came to be deferred for cross-examination of MW1 as counsel for the first party remained absent and there was no representation on behalf of the first party. On 16-2-2006 MW1 was present but there was no representation for the first party and therefore, he was discharged and after hearing the arguments of the learned counsel for the Second Party, case is posted for award.

3. The contentions taken by the Second Party in their Counter statement at Paras 2 to 6 are as under :—

“That the reference made by the Central Government in respect of dispute in question pertains to Sri P. R. Raikar only, whereas two more persons have filed vakalath along with P. R. Raikar, despite granting of sufficient time by this tribunal the first party has not produced any amendment to the reference of other two persons is not maintainable and without jurisdiction. As such the same is liable to be set aside; that Shri P.R. Raikar and other 21 persons had obtained for voluntary retirement from service while serving in HSCL in Bhadravathi, Kemmanagundi and Supa w.e.f. 31-7-2002 and they had applied for voluntary retirement after applying their mind and having understood the spirit of the order No. ESTT/RR/531 (i)/2002 dated 26-7-2002, and were released w.e.f. 31-7-2002. The circular pertaining to a scheme of voluntary retirement which was in vogue bearing No. TER/RR/531/2002/556/G-1930, dated 28-6-2002 and Annexure A to the said order deals with the condition of voluntary retirement is accepted instantaneously and payment is arranged by the management on the same day, the concerned individual would be entitled to payment of exgratia along with the notice period pay. It is however, clarified that payment of exgratia for service rendered or left over service before superannuation as well as amount payable for the notice period should not exceed the basic pay plus DA that would have been paid to the employee who has opted for voluntary retirement till the date of his superannuation. For example, if an employee opts for voluntary retirement a few months before the date of superannuation, say at 57 years and 10 months, the payment should be restricted to 2 months basic plus dearness allowance. In the circumstances where the management takes time to take a decision about the acceptance of an application submitted by the employee for voluntary retirement and allows the notice period to lapse or the individual concerned has drawn full salary during the notice period served by him, in these cases notice period pay would not be admissible as the individual has already drawn the salary during the notice period. The copy of the Voluntary Retirement Scheme dated 28-6-2002 is herewith produced as Annexure R1. Since the first party along with others who had opted for voluntary retirement were paid the salary along with benefits and as such they were not entitled for notice period pay, the first party has not made out any grounds or substantiated his case for entitlement of notice period pay in absence of any satisfaction documentary and other proof the reference

under question is liable to be rejected; that the first party having drawn the full salary and other retirement benefits is not interested in substantiating his case and as such the reference is liable to be rejected. As far as other parties before the Assistant Labour Commissioner, Hubli where in the conciliation proceedings were pending, have not come forward to produce proof of their claim and also they have not taken any step for getting modification to the reference and as such the above reference is liable to be dismissed, with costs; that the applicants therein along with the first party have received full salaries and other benefits and now cannot stake claim for alleged non-payment of notice period salary in absence of substantiating their case. The Second party submits that the first party and other persons who had opted for VRS have been paid complete salary which was due to them as on the date of retirement and also the retirement benefits having been paid, the first party for reasons best known to him have kept the above reference pending before this Tribunal; that the contention of the first party to the effect considering the last date mentioned in the circular being 10-7-2002 and release from the organization not being later than 31-7-2002, the availability period would be 20 days and not 30 days and further considering VR application as notice only and the acceptance being informed subsequently, the period of one month was not being available. It is submitted that this contention is without any basis and cannot be taken as a stand in view of the fact that the voluntary retirement was an optional and not compulsory and further the first party having opted for voluntary retirement cannot make a grouse as it was open for the first party to refuse opting for voluntary retirement and having opted for the same it is presumed that the applicant had agreed for all the terms and conditions of the VR scheme. As such the contention of the first party being devoid of merits is liable to be rejected.”

4. MW1 who filed his affidavit evidence has just reiterated the various contentions taken by the Second party in the Counter Statement. At para 6 of the affidavit the details of payment made to Shri P.R. Raikar and Shri N.V. Naik are given as under :—

Shri P.R. Raikar, Ex. S.O.P. No. 50325 w.e.f. 31-7-2002

S.No.	Particular of payment	Amount	Cheque No.	Date of payment
1.	Pre-revised Salary for one month July 2002	7375/-	416081	4-09-2002
2.	Revised Salary payment difference for one month (July 2002)	2042/-	882300	15-10-2004
3.	Ex. Gratia payment	420492/-	634457	6-08-2002
4.	E.L. Encashment	66176/-	"	"
5.	Gratuity Payment	167031/-	588457	16-08-2002
6.	Employees PF	530185/- Rs. 1193301/-	424069	28-02-2003

Shri N.V. Naik Ex.OS, 66902 w.e.f. 31-7-2002

S.No.	Particulars of payment	Amount	Cheque No.	Date of payment
1.	Pre-revised salary for one month July 2002	5723/-	416077	4-09-2002
2.	Revised Salary payment difference for one month (July 2002)	1462/-	882321	15-10-2004
3.	Ex. Gratia payment	277849/-	634475	6-08-2002
4.	Leave Encashment	59784/-	"	"
5.	Gratuity Payment	112095/-	588475	16-08-2002
6.	Employees PF	335158.95/-	424190	28-02-2003
		Rs. 792071.95/-		

5. Learned counsel for the Second Party in his arguments submitted that the reference on hand is in respect of only Shri P.R. Raikar and to be on safer side the second party has taken a contention that the dispute in question at the most pertained to Shri P.R. Raikar, whose name appeared in the schedule of the reference and Shri N.V. Naik as both of them had opted for revised Voluntary Retirement Scheme w.e.f. 31-7-2002. He submitted that said Raikar along with others opted for Voluntary Retirement and after understanding and agreeing to the conditions stipulated in the VRS dated 28-6-2002 have taken the Voluntary Retirement. He contended that as per Annexure 'A' to the order which deals with the condition of the Voluntary Retirement if the application of the employee for voluntary retirement is accepted, instantaneously, and payment is arranged by the management on the same day, the concerned individual would be entitled to payment of ex-gratia along with the notice period pay and in case if an employee opts for voluntary retirement few months before the date of superannuation for example at 57 years and 10 months, the payments will be restricted to two months basic pay plus DA, in case, the management takes time to take a decision about the acceptance of the application submitted by an employee for Voluntary Retirement and allows the notice period lapse or the individual concerned has drawn full salary of the notice period served by him and in such cases notice period pay would not be admissible as the individual has already drawn the salary during the notice period. He therefore, contended that in the instant case said Raikar and others since filed their applications for voluntary retirement before reaching the age of superannuation and their applications were accepted by the management allowing the notice period to be elapsed, they have been paid full salary for the period preceding the age of superannuation and from the date of their application. In the result said Raikar and others are not entitled to notice period pay as claimed thorough the present reference.

6. In this connection learned counsel relied upon the revised Voluntary Retirement Scheme dated 28-06-2002 filed before this tribunal along with Annexure 'A'. He invited attention of this tribunal to clause 3.3 of the said annexure in support of the contention of the management.

7. After having gone through the records, I find substance in the arguments. The contention of the management as to under what circumstances the employee is not entitled to notice period pay has been substantiated by way of evidence of MW1 who filed the affidavit evidence before this tribunal which evidence has gone unchallenged and uncontroverted on the part of the first party who remained absent before this tribunal without any representation on the date was posted for cross-examination of MW1. Therefore, on going through the averments at para 4 of the affidavit which is in support of the contention taken by the management at Para 2 of the Counter Statement and also going through the aforesaid Clause 3.3 of Annexure 'A' annexed to the order dated 28-06-2002, it becomes crystal clear that when the management accepts the application of the employee seeking VRS immediately on its submission, then, in that case the employee will be entitled to ex-gratia amount as well as the notice period pay. In case the management takes its own time and the application is filed by the employee prior to his reaching the age of superannuation and the period of notice is allowed to lapse, in the meanwhile, notice period pay is not permissible to be paid to the employee concerned. In the instant case it is the case of the management that the first party namely Mr. Raikar involved in the case as well as others had submitted their application for VRS before reaching the superannuation age and the notice period had elapsed before the applications were accepted by the management and therefore, they are not entitled to notice period pay. This contention of the management as noted above, is fully established by way of oral evidence of MW1 and the aforesaid order dated 28-6-2002 along with Annexure 'A' annexed to the said order.

8. That apart, as noted above, the first party did not submit his Claim Statement despite sufficient opportunity given to him. The first party also did not appear before this tribunal either personally or through his counsel though Vakalat was filed on his behalf, even after Counter Statement was filed by the management. The first party and others on whose behalf power was filed also did not bother to remain present before this tribunal to avail the opportunity of cross-examination of MW1. After having sought for reference, it was incumbent on the part of the first party to have filed his claim statement before this tribunal making out a case as to under what circumstances and what terms and conditions of VRS he was entitled to notice period pay. What appears from the conduct of the first party in remaining absent before this tribunal and not filing the claim statement despite the fact that the matter was pending before this tribunal right from 16-9-2004 till 16-2-2006 is that he is no more interested in prosecuting the proceeding perhaps realising the fact that the claim put forth by him and others is not admissible in terms and conditions of VRS taken by them. Therefore, in the light of the above, it must be held that the action taken by the management in denying one month notice pay to the said Shri Raikar, first party and others was legal and justified. Accordingly the reference is answered and following award is passed.

AWARD

The reference stands dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 27th March, 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2006

का. आ. 1671.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 87/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2006 को प्राप्त हुआ था।

[सं. एल-22012/210/2002-आई. आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th April, 2006

S.O. 1671.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. (87/2003) of the Central Govt. Industrial-Tribunal-Cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 7-4-2006.

[No. L-22012/210/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Shrikant Shukla, Presiding Officer
I. D. No. 87/2003

Ref. No. L-22012/210/02-IR (CM-II) dt 8-8-03

Between

The State Secretary

Bharatiya Khadya Nigam Karmchari Sangh,
5-6, Habibullah Estate Hazratganj,
Lucknow.

And

The Sr. Regional Manager
Food Corporation of India,
5-6 Habibullah Estate, Hazratganj,
Lucknow-226001

AWARD

1. The Government of India, Ministry of Labour, vide its order No. L-22012/210/2002-IR(CM-II) dated 8-8-03 has amended by corrigendum dt. 20-4-2004 referred following Dispute for adjudication to Presiding Officer, CGIT-Cum-Labour Court, Lucknow.

“क्या भारतीय खाद्य निगम के प्रबंधन द्वारा श्री प्रदीप कुमार श्रीवास्तव पर दण्डादेश दिनांक 10-9-98 द्वारा दो वार्षिक वृद्धि रोकने एवं रु. 10,000 की टोकन रिकवरी का दण्ड आरोपित करना तथा उसके फलस्वरूप श्री प्रदीप कुमार श्रीवास्तव को दिनांक 30-9-2000 से ए.एम.ध./क्यू. सी./ के पद पर पदोन्नति नहीं किया जाना न्यायोचित और औचित्यपूर्ण है? यदि नहीं, तो सम्बन्धित कर्मचारी किस अनुतोष का हकदार है?”

क्या भारतीय खाद्य निगम के प्रबंधन द्वारा श्री प्रदीप कुमार

श्रीवास्तव को दिनांक 3-11-95 से स्टैगनेशन इन्क्र्रीमेंट प्रदान नहीं करना न्यायोचित और औचित्यपूर्ण है? यदि नहीं, तो संबंधित कर्मचारी किस अनुतोष का हकदार है?

क्या भारतीय खाद्य निगम के प्रबंधन द्वारा श्री प्रदीप कुमार श्रीवास्तव को उच्च शिक्षा के लिये दिनांक 1-10-1987 से दो विशेष केतन वृद्धियां प्रदान नहीं करना न्यायोचित और औचित्यपूर्ण है? यदि नहीं तो संबंधित कर्मचारी किस अनुतोष का हकदार है?”

The trade union filed statement of claim and the opposite party filed its written statement against the dispute. Worker has filed rejoinder. Initially trade union did not produce any evidence in support of its case. The learned representative of the opposite party appeared and stated that following the guidelines of Government of India with regard to settlement of Industrial Dispute through Lok Adalat, the worker and the management resorted to negotiation and ultimately reached the conclusion to amicably resolved the industrial dispute, with the result that worker Sri P.K. Srivastava for whose benefit the matter was referred has promoted w.e.f. Jan. 2005 in the pannel of year 2000. To find out whether or not the worker reached to settlement out side the Court the Presiding Officer examined Sri P.K. Srivastava who has stated on oath that as a result of representation he has been promoted w.e.f. 2005 and he has been given the promotion in the pannel of year 2000. The worker has also stated that he has received stagnation increment which were withheld as a result of penalty. So far as the recovery of Rs. 10,000/- is concerned he has stated he has no objection to it. He was questioned about his claim for special increments. Sri P.K. Srivastava replied that as per the prevailing rules he is not entitled and he has no grievance against the management. He has also stated that he did write a letter of the General Manager of the Food Corporation of India that since his grievance is remedied and therefore he wants to withdraw I.D. Case No. 87/2003. He also informed the management by letter that he wants to withdraw the case on his own will.

Sri M.K. Jhingnan on behalf of the management he has proved that there exists no dispute between the worker and the management. In the circumstances No Claim award is passed.

LUCKNOW

31-3-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2006

का. आ. 1672.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ वेस्ट क्षेत्र के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या सीटीआईआर-3/04; 4/04; 3/97; 9/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2006 को प्राप्त हुआ था।

[सं. एल-41012/35/2002-आई. आर. (बी-1)]

[सं. एल-41012/275/95-आई. आर. (बी-1)]

[सं. एल-41012/316/03-आई. आर. (बी-1)]

[सं. एल-41012/317/03-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th April, 2006

S.O. 1672.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CITR-3/04; 4/04; 3/97; 9/02) of the Industrial-Tribunal Labour Court, Ajmer now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of North West Railway and their workmen, which was received by the Central Government on 10-4-2006.

[No. L-41012/35/2002-IR (B-1)]

[No. L-41012/275/95-IR (B-1)]

[No. L-41012/316/03-IR (B-1)]

[No. L-41012/317/03-IR (B-1)]

AJAY KUMAR, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी : श्री जी.एस. शेखावत, आरएचजेएस

प्रकरण संख्या--सी.आई.टी.आर. 0902

(रेफरेंस नं. एल-41012/35/2002 आई आर (बी-1) दिनांक 18-7-02)

कुंजबिहारी लाल पु. श्री जगनसिंह कोहली, खलासी निवासी-1125/26, गौतम नगर, अजमेर

... प्रार्थी

खनाम

1. दी चीफ वर्कर्स मैनेजर, वेस्टर्न रेलवे, मुंबई,
2. दी चीफ वर्कर्स मैनेजर, वेस्टर्न रेलवे, लोको वर्कशॉप, अजमेर

... अप्रार्थीगण

उपस्थित : श्री एन. के. गौतम, विद्वान अधिवक्ता, प्रार्थी ।

सुश्री गुरमीत कौर, विद्वान अधिवक्ता, अप्रार्थीगण।

दिनांक : 28-3-2006

अवार्ड

केंद्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :--

“क्या प्रबंधन, पश्चिम रेलवे, अजमेर द्वारा कर्मकार श्री कुंजबिहारी लाल पुत्र श्री जगनसिंह कोहली, रेलवे खलासी के पद से दिनांक 7-3-1988 से सेवा से निष्कासित करना उचित एवं वैध है? यदि नहीं तो कर्मकार अपने नियोजक से क्या राहत पाने का अधिकारी है?”

नोटिस के उपरान्त उभयपक्ष उपस्थित आये ।

प्रार्थी ने क्लेम के विवरण में अंकित किया है कि प्रार्थी की नियुक्ति प्रतिपक्षीगण के अगस्त दि. 14-10-80 को कैरिज एवं वैगन वर्कशॉप, अजमेर में खलासी के पद पर हुई थी। प्रार्थी की माता लंबे समय से कैसर की बीमारी से ग्रस्त रही और दि. 29-5-88 को उनका देहांत हो गया। रेलवे से निवृत्त प्रार्थी के पिता वृद्धावस्था के कारण देखभाल करने में अक्षम थे अतः माता की देखभाल का दायित्व प्रार्थी पर था। प्रार्थी को माता के इलाज के लिए मुंबई जाना पड़ता था। प्रार्थी रेल सेवा नियम और प्रक्रिया से अनभिज्ञ है। प्रतिपक्षीगण ने प्रार्थी को दिनांक 3-12-86 से 3-1-87 तक अनुपस्थित मानकर आरोप पत्र दिया तथा प्रशासनिक प्रक्रिया का दिखावा करते हुए 32 दिन की लघु अवधि को ही सीरियस ऑफेंस मानते हुए 7-3-88 से सेवा से

निष्कासित कर दिया। प्रार्थी द्वारा प्रस्तुत अपील भी निरस्त कर दी। प्रार्थी की अनुपस्थिति उसकी बीमारी के कारण नियंत्रण से परे थी। प्रार्थी की स्थिति अच्छी नहीं होने के कारण सीलन भरे घर में रहने से बीमारी के दिनों में प्रार्थी अनुशासनात्मक प्रक्रिया के प्रलेखों को संभालकर नहीं रख सका अतः अनुशासनिक प्रक्रिया के प्रलेख प्रार्थी के पास उपलब्ध नहीं हैं। प्रार्थी स्वयं की बीमारी के कारण अनुपस्थित रहा था। सेवामुक्ति आदेश अनुचित है। अंत में सेवामुक्ति आदेश को अवैध घोषित कर प्रार्थी को गत वेतन भत्तों सहित पुनर्स्थापित करने का प्रार्थना की है।

प्रतिपक्षीगण ने उत्तर में अंकित किया है कि प्रार्थी ने अनुपस्थिति की कभी भी कार्यालय में सूचना नहीं दी। प्रार्थी ने अनुपस्थिति का कारण बीमारी बताया है किंतु उसने कोई मेडिकल पेश नहीं किया, अनुशासनात्मक कार्यवाही विधि-सम्मत रूप से की गयी है। प्रार्थी को समस्त प्रलेख पूर्व में दिये जा चुके हैं। प्रलेख संभालकर नहीं रखने के लिए प्रतिपक्षी उत्तरदायी नहीं है। अंत में क्लेम निरस्त करने की प्रार्थना की है।

प्रार्थी ने अपने क्लेम की संपुष्टि में स्वयं का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श डब. 1 से 4 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की है। प्रतिपक्षीगण की ओर से लाल सिंह खरेरा, मुख्य कार्यालय अधीक्षक का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है किंतु कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की है।

उभयपक्ष का श्रवण किया, पत्रावली का अवलोकन किया। प्रार्थी के विद्वान अधिवक्ता ने निम्नांकित दृष्टांत प्रस्तुत किये :

1. सुप्रीम कोर्ट सिविल अपील नं. 264/1988 रामगोपाल/यूनियन ऑफ इंडिया,
2. 2000 (1) आरएलआर 631,
3. 1992 (1) सीएस (एच.सी.) 48,
4. 2003 (2) एआईएसएलजे 90,
5. 2003 (2) कैट 93

प्रतिपक्षीगण के विद्वान अधिवक्ता ने निम्नांकित दृष्टांत पेश किये : --

1. 2003 (2) एस.सी. 359,
2. 2006 (6) एस.सी. 295,
3. 2002 (डी.बी.) दिल्ली हाई कोर्ट 618,
4. 2005 एस.सी. 286,
5. रेलवे नियम 1985/रिकार्ड नष्ट करने के नियम।

उक्त दृष्टांतों का ससम्मान अध्ययन किया। उभय पक्ष द्वारा प्रस्तुत लिखित बहस का भी अवलोकन किया।

जहां तक प्रार्थी के विरुद्ध की गयी विभागीय जांच की वैधता एवं प्राकृतिक न्याय के अनुरूप होने के प्रश्न का संबंध है, प्रार्थी की प्रतिरक्षा है कि प्रार्थी के विरुद्ध 3-12-86 से 3-1-87 तक 32 दिन अप्राधिकृत अनुपस्थित रहने के अपचार का आरोप है, प्रार्थी के अनुसार उसकी माता के कैसर से पीड़ित होने के कारण उसे निरंतर बाहर जाना पड़ता था। आरोपित अनुपस्थिति के संबंध में प्रार्थी का अभिवचन है कि वह स्वयं की बीमारी के कारण अनुपस्थित रहा। प्रार्थी ने अपनी माता की बीमारी अथवा स्वयं की बीमारी के संबंध में कोई प्रलेख प्रतिपक्षी विभाग में या न्यायालय में प्रस्तुत नहीं किया है।

विभागीय जांच की पत्रावली प्रतिपक्षी के अनुसार विभागीय नियमों के अनुसार दस वर्ष की अवधि पूर्ण होने के कारण नष्ट कर दी गयी है। प्रार्थी का सेवा पृथक्करण आदेश दि. 7-3-88 का है और अपीलों का निर्णय दि. 7-8-90 का है जिसके अनुसार भी 7-8-2000 को दस वर्ष हो जाने के कारण पत्रावली नष्ट करना विभागीय नियमों और सरक्यूलर्स के अनुसार विधि-सम्मत है। प्रार्थी ने यह विवाद दि. 23-7-2001 को पत्रावली नष्ट होने के पश्चात् श्रम आयुक्त के समक्ष उठाया है। विभागीय नियमों के अनुसार सत्य कारण अंकित करने पर प्रार्थना पत्र के आधार पर कोई प्रावधान नहीं होता है। प्रार्थी ने पत्रावली नष्ट होने से पूर्व न कोई प्रार्थना पत्र प्रस्तुत किया और न ही प्रतिपक्षी से उचित कारण दर्शाते हुए डुप्लीकेट प्रतियों की मांग की अतः प्रतिपक्षी डुप्लीकेट प्रतियां उपलब्ध कराने के लिए बाध्य नहीं था यह सत्य है कि इस पत्रावली में प्रार्थी के विरुद्ध की गयी विभागीय जांच के संबंध में प्रार्थी ने सेवा निष्कासित आदेश प्रदर्श डब. 2 और अपील निरस्त के आदेश प्रदर्श डब. 3 की प्रतियां प्रस्तुत की है। प्रतिपक्षी के विद्वान अभिभाषक का यह तर्क विश्वसनीय है कि जब अन्य पत्रावली नष्ट हो गयी तो यह महत्वपूर्ण दो प्रलेख ही कैसे बच गये। विभागीय जांच की वैधता के संबंध में अब हमारे समक्ष उक्त दो ही प्रलेख उपलब्ध हैं। प्रार्थी के विद्वान अभिभाषक के इस तर्क में कोई सार नहीं है कि प्रदर्श डब. 2 के अनुसार एन.आई.पी. जारी करने का आदेश दिया गया था जबकि यह सेवा समाप्ति आदेश है क्योंकि प्रतिपक्षीगण सेवा समाप्ति के आदेश को ही एन.आई.पी. नोटिस मानता है। यह सत्य है कि इस आदेश में "सीरियस-ऑफेंस" शब्द का त्रुटिवश उल्लेख किया है। वस्तुतः सीरियस अनुशासनहीनता या अपचार अंकित होना चाहिए था किंतु इस त्रुटि से मेरे विनम्र मत में कोई विपरीत प्रभाव नहीं रहता है। प्रदर्श डब. 2 की पुरत पर अनुशासनिक प्राधिकारी ने बोलता हुआ आदेश पारित करते हुए आदेश दिया है। प्रार्थी के विद्वान अभिभाषक के इस तर्क में भी कोई सार नहीं है कि आरोप पत्र में पूर्व आचरण का उल्लेख नहीं है क्योंकि आरोप पत्र की प्रति प्रस्तुत ही नहीं की गयी है। प्रार्थी को सन् 1981 से 1987 तक आठ बार सुविधा पास पर प्रतिबंध लगाते हुए दंडित किया गया है। उक्त अवधि में प्रार्थी साढ़े पांच सौ अठहत्तर दिन का अनाधिकृत रूप से अनुपस्थित रहा है जिसके संबंध में शास्ति आरोपित करने के पश्चात् उक्त अवधि को अवैतनिक अवकाश में परिवर्तित कर नियमित कर दिये जाने से प्रार्थी कोई लाभ प्राप्त करने का अधिकारी नहीं है। प्रार्थी का पूर्व का अपचार दंडादेश पारित करते समय विचार किये जाने योग्य होता है। प्रतिपक्षीगण के विद्वान अभिभाषक का यह तर्क भी महत्वपूर्ण है कि मृत्यु प्रमाणपत्र के अनुसार प्रार्थी की माता मृत्यु के समय 47 वर्षीय थी जिसका तात्पर्य यह है कि प्रार्थी के पिता उस समय वृद्ध नहीं थे। उनका यह भी तर्क विश्वसनीय है कि प्रार्थी का पिता, भाई और प्रार्थी की पत्नी प्रार्थी की माता की देखभाल करने हेतु सक्षम थे। इस तथ्य पर कोई विवाद नहीं है कि विभागीय जांच के समय प्रार्थी को सभी प्रलेख उपलब्ध करवा दिये गये थे। प्रार्थी ने अपनी माता की बीमारी अथवा स्वयं की बीमारी के संबंध में कोई प्रमाण प्रस्तुत नहीं किया है। प्रार्थी की माता के कैसर से पीड़ित होने के संबंध में भी कोई प्रमाण प्रस्तुत नहीं किया है। प्रार्थी ने अपने अभिवचनों में यह अंकित नहीं किया है कि उसे बच्चन का समुचित अवसर नहीं मिला और यह जांच प्राकृतिक न्याय के सिद्धांतों के अनुरूप नहीं थी। मेरे विनम्र मत में प्रार्थी यह सिद्ध नहीं कर सका है कि उसके विरुद्ध की गयी विभागीय जांच अवैध थी और प्राकृतिक न्याय के सिद्धांतों के अनुरूप नहीं थी।

जहां तक सेवामुक्ति का दंड अपचार की तुलना में अधिक होने के प्रश्न का संबंध है, प्रार्थी के अनुसार मात्र 32 दिन की अप्राधिकृत अनुपस्थिति के लिए सेवामुक्ति का दंड अत्यधिक कठोर है। इसके विपरीत प्रतिपक्षी के विद्वान अभिभाषक का तर्क है कि प्रार्थी बिना सूचना अनुपस्थित रहा है और अनुपस्थिति के संबंध में कोई बीमारी की चिकित्सा प्रमाणपत्र प्रस्तुत नहीं किया है। उनके अनुसार सन् 1981 से 1987 तक प्रार्थी को अनाधिकृत अनुपस्थिति के संबंध में आठ बार दंडित किया जा चुका है। प्रार्थी साढ़े पांच सौ अठहत्तर दिन पूर्व में अनाधिकृत अनुपस्थित रह चुका है और इस प्रकार उनके अनुसार प्रार्थी अनाधिकृत अनुपस्थिति का आदी है। अंत में उनका तर्क है कि सेवामुक्ति का दंड उचित है। मैंने उभयपक्ष के तर्कों पर विचार कर लिया है, मेरे विनम्र मत में प्रार्थी यह सिद्ध नहीं कर सका है कि प्रार्थी को दिया गया दंड न्यायालय की अंतरात्मा को झकझोर देने वाला है और अत्यधिक कठोर है। प्रार्थी के अपचार को मद्दे-नजर रखते हुए मेरे विनम्र मत में अनुशासनिक प्राधिकारी के दंडादेश में हस्तक्षेप किये जाने का कोई औचित्य नहीं है।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रबंधक, पश्चिम रेलवे, अजमेर द्वारा श्री कुंजबिहारी लाल पुत्र जगनसिंह कोली रेलवे खलासी को दि. 7-3-88 से सेवा से निष्कासित करना उचित एवं वैध है, प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

अवार्ड आज दि. 28-3-2006 को खुले न्यायालय में सुनाया गया। अवार्ड की प्रति नियमानुसार केंद्र सरकार को वास्ते गजट में प्रकाशन प्रेषित की जावे।

जी.एस. शेखावत, न्यायाधीश

न्यायालय श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण,
अजमेर

सी.आई.टी.आर. नं. 3/97

(रेफरेंस नं. एल-41012/275/95 आई आर बी-1 दिनांक 4-3-97

सचिव आल इण्डिया एस.सी. एण्ड एस.टी.एम्प्लॉईज यूनियन,
अजमेर

(श्रमिक लक्ष्मणलाल)

....प्रार्थी यूनियन

बनाम

मण्डल कार्मिक अधिकारी, उत्तर पश्चिम रेलवे, अजमेर

.... अप्रार्थी नियोजक

समक्ष: श्री गंगा सिंह शेखावत, आर एच जे एस

प्रार्थी की ओर से : श्री पी.के. त्रिपाठी, अधिवक्ता प्रार्थी

अप्रार्थी की ओर से : श्री के. सी. जैन, अधिवक्ता अप्रार्थी

अवार्ड :

दिनांक 24-3-06

डिस्क अधिकारी, श्रम मंत्रालय, भारत सरकार, नई दिल्ली से प्राप्त रेफरेंस इस प्रकार है:

"क्या श्री लक्ष्मणलाल पुत्र श्री कन्हैयालाल को मण्डल कार्मिक अधिकारी, अजमेर के द्वारा दि. 10-2-90 को सेवा से पृथक् किया जाना उचित एवं वैध है? यदि नहीं तो श्रमिक किस राहत को पाने का अधिकारी है?"

नोटिस के उपरांत उभय पक्ष उपस्थित आये। प्रार्थी ने क्लेम के विवरण में अंकित किया है कि प्रार्थी ने प्रतिपक्षी के अधीन आई ओ

डब्ल्यू दक्षिण पश्चिम रेलवे, अजमेर में दि. 6-10-80 से 6-11-80 तक तथा दि. 7-11-80 से दि. 4-12-80 तक नैमित्तिक मजदूर के रूप में कार्य किया। तदुपरांत पानी वाले के पद पर दि. 12-2-89 से दि. 22-2-89 तक तथा दि. 22-1-90 से दि. 9-2-90 तक कार्य किया। जिसका सत्यापन प्रार्थी के आवेदन पत्र पर स्टेशन अधीक्षक ने किया है। ताराचंद नामक नैमित्तिक मजदूर प्रार्थी से कनिष्ठ था। जिसे बनाये रखा और 20-10-97 से नियमित नियुक्ति दे दी जबकि प्रार्थी को दि. 9-2-90 को सेवामुक्त कर दिया। नैमित्तिक/एवजी मजदूरों को नियमित रेल सेवा में नियुक्ति प्रदान करने के सम्बन्ध में प्रतिपक्षी के विभाग में परिपत्र जारी किये हैं। लाईव रजिस्टर रखे जाने का भी प्रावधान है। जो महाप्रबंधक के पत्र दि. 26-6-95 द्वारा किया गया है। रिक्तियों के भरने के सम्बन्ध में रेलवे बोर्ड के परिपत्र दिनांक 11-1-95 के अनुसरण में प्रधान का कार्यालय से पत्र दि. 20-1-95 जारी हो चुका है। श्री सुभाष चंद, बृजमोहन और राजू प्रार्थी से कनिष्ठ होते हुए भी सेवारत हैं। प्रार्थी ने प्रतिपक्षी को सन् 1991-92 व 94 में आवेदन किया था और उसके पश्चात् सहायक सचिव यूनियन के माध्यम से सन् 1990 से 95 तक रिप्रजेंटेशन प्रस्तुत किये थे। किन्तु प्रतिपक्षी ने कोई कार्यवाही नहीं की। अंत में प्रार्थी को 10-2-90 से 20-10-97 तक नैमित्तिक मजदूर के रूप में वेतन भत्ते दिलाने तथा दि. 20-10-97 से ग्रुप डी के पद पर नियुक्ति प्रदान कर वेतन भत्ते दिलाने का अनुरोध की मांग की है।

प्रतिपक्षी ने उत्तर में अंकित किया है कि प्रार्थी ने नैमित्तिक मजदूर के रूप में कभी कार्य नहीं किया। ताराचंद को वर्कशॉप में नियुक्ति दी गई थी इसलिये वर्कशॉप को पक्षकार बनाना चाहिये था। वर्कशॉप से प्रतिपक्षी का कोई सम्बन्ध नहीं है। वर्कशॉप और मण्डल कार्मिक अधिकारी दोनों ही अलग-अलग विभाग हैं। जिन नैमित्तिक मजदूरों ने वर्ष 1981 से पूर्व कार्य किया हो उनको नियमित करने के निर्देश रेलवे बोर्ड द्वारा जारी किये गये थे। लाईव रजिस्टर में प्रार्थी का नाम नहीं है। ताराचंद, राजू और सुभाषचंद दोनों ने प्रतिपक्षी के अधीन कार्य नहीं किया है। तीनों व्यक्तियों ने वर्कशॉप में कार्य किया हो तो उससे प्रतिपक्षी का कोई सम्बन्ध नहीं है। प्रार्थी को जब नियुक्ति नहीं दी गई तो सेवामुक्ति का प्रश्न उत्पन्न नहीं होता है।

प्रार्थी ने अपने क्लेम की सम्पुष्टि में स्वयं तथा लालसिंह खरेरा का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है और प्रलेखीय साक्ष्य में प्रदर्श डब्ल्यू-1 से प्रदर्श डब्ल्यू-43 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की है। प्रतिपक्षी ने सुगन सिंह का शपथ पत्र प्रस्तुत कर तथा धनसिंह का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श एन-1 से एम-2 प्रतियां प्रदर्शित करवाकर प्रस्तुत की है।

उभय पक्ष का श्रवण किया और पत्रावली का अवलोकन किया। इस प्रकार स्वयं प्रार्थी के अनुसार प्रार्थी ने दि. 6-10-80 से 4-12-80 तक 58 दिन तथा 11-2-89 से 22-2-89 तक 12 दिन तथा 22-1-90 से 9-2-90 तक 18 दिन कुल 88 दिन 10 वर्षों में कार्य किया है। प्रार्थी की ओर से नैमित्तिक मजदूरों का यह मान पत्र प्रदर्श डब्ल्यू-1 प्रस्तुत हुआ है जो दि. 23-11-83 को जारी किया हुआ है जबकि स्वयं प्रार्थी के कथनों के अनुसार 23-11-83 को वह कार्यरत नहीं था। प्रार्थी ने जो 89 दिन उक्त अवधि में कार्य किया है वह प्रार्थी की ओर से प्रस्तुत प्रदर्श डब्ल्यू-1, 11, 6 से प्रमाणित है। प्रार्थी ने कुल 10 वर्षों में बहुत बड़ा अंतराल के साथ कुल 88 दिवस कार्य किया है। जबकि जिन अन्य व्यक्तियों का प्रतिपक्षी ने उल्लेख किया है उनके सेवा अभिलेख के अनुसार 120 दिन कार्य कर लिया है। जो श्रमिक अपने आवेदन पत्र से वर्कशॉप में स्थानान्तरित होकर गये हैं उनकी वरिष्ठता स्थानान्तरण

आदेश के अनुसार निम्नतम हो जाती है। मेरे विनम्र मत में प्रार्थी ये सिद्ध नहीं कर सकता है कि वह किस प्रकार सेवा में रहने और नियमित नियुक्ति पाने का अधिकारी है। मेरे विनम्र मत में दि. 10-2-90 से प्रार्थी की सेवामुक्ति विधिसम्मत है।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि श्रमिक लक्ष्मणलाल पुत्र कन्हैयालाल को मण्डल कार्मिक अधिकारी, अजमेर द्वारा दि. 10-2-90 को सेवा से पृथक् किया जाना उचित एवं वैध है प्रार्थी कोई अनुरोध प्राप्त करने का अधिकारी नहीं है।

अवाई आज दि. 24-3-06 को खुले न्यायालय में लिखवाया जाकर सुनाया गया।

जी. एस. शेखावत, न्यायाधीश

न्यायालय श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर

सी आई टी आर नं. 4/04

रेफरेंस संख्या एल-41012/316/03 आई आर (बी-1) दि. 8-4-04
दी सेक्रेटरी, उत्तर पश्चिम रेलवे कर्मचारी परिषद्, गली नं. 5 डी,
न्यू गोविंद नगर, रामगंज, अजमेर

... प्रार्थी यूनियन

बनाम

दी डिवीजनल रेलवे मैनेजर, नोर्दन वेस्टर्न रेलवे, अजमेर

... अप्रार्थी/नियोजक

समक्ष: श्री गंगासिंह शेखावत, आर एच जे एस

प्रार्थी की ओर से : श्री सुरेन्द्र गोयल, यूनियन प्रतिनिधि

अप्रार्थी की ओर से : श्री मनीष शर्मा, अधिवक्ता

अवाई

दि. 23-3-06

डेस्क अधिकारी, श्रम मंत्रालय, भारत सरकार, नई दिल्ली से प्राप्त रेफरेंस इस प्रकार है कि:-

“क्या नियोजक मण्डल रेल प्रबंधक, उत्तर पश्चिम रेलवे अजमेर द्वारा अपने कर्मकार श्री सुरेन्द्र सिंह रेलवे सैलून परिचालक, अधीक्षक सवारी/माल आगार अजमेर के अधीन रेल सेवा निवृत्ति दिनांक 31-12-2001 के पूर्व सुनिश्चित कैरियर पदोन्नति योजना के अन्तर्गत कर्मकार को पदोन्नति वेतन लाभ एवं पेंशन एरियर का भुगतान नहीं करना उचित एवं वैध है? यदि नहीं तो कर्मकार अपने नियोजक से क्या राहत पाने का अधिकारी है?”

नोटिस के उपरांत प्रार्थी ने अपना क्लेम यूनियन के प्रतिनिधि श्री सुरेन्द्र गोयल के जरिये प्रस्तुत किया और अपने क्लेम में अंकित कराया है कि प्रार्थी सवारीमाल अधीक्षक आगार अजमेर के अधीन सैलून अटेंडेंट के पद पर कार्यरत था। प्रार्थी अपनी रेल सेवा पूरी कर दिनांक 31-12-01 को रेल सेवा से निवृत्त हुआ। प्रार्थी ने अंकित करवाया है कि वह 1972 से कार्यरत था। प्रार्थी ने अंकित कराया है कि 1991 में एक परिपत्र मुख्यालय मुम्बई से जारी हुआ था जिसमें उक्त परिपत्र दि. 20/29-10-99 को जारी कर सुनिश्चित कैरियर योजना के अन्तर्गत जिन कर्मचारियों ने 12 या 24 वर्ष पूरे कर लिये हैं उन्हें पदोन्नति का लाभ दिया जावे।

प्राथी ने अपने क्लेम में अंकित करवाया है कि यह परिपत्र 1999 में सभी विभागों को प्रेषित किया गया था अतः पदोन्नति का लाभ उक्त परिपत्र के प्राप्त होने की दिनांक से ही देय था। प्राथी का कथन है कि उसकी सेवानिवृत्ति दिनांक 31-12-2001 को हो गई किन्तु उसे इस योजना का लाभ अप्राथी द्वारा नहीं दिया गया। उसने आगे यह भी अंकित करवाया है कि इस योजना का लाभ उसके साथ कार्यरत अन्य कर्मचारी को श्री नवरतन सेन को दे दिया गया किन्तु उसे जानबुझकर लाभ नहीं दिया गया। अंत में प्राथी ने उक्त लाभ दिलवाये जाने की प्रार्थना की है।

अप्राथी का कथन है कि अप्राथी विभाग में कार्यरत 12-24 वर्ष पूर्ण करने पर उन्हें ट्रेड टेस्ट पास करना होता था और उसके बाद ही यह लाभ दिया जाता है। चूंकि जिस समय प्राथी सेवानिवृत्त हुआ था उस समय यह कार्यवाही प्रस्तावित थी और इसी दौरान प्राथी सेवानिवृत्त हो गया। इस कारण प्राथी को पदोन्नति हेतु टेस्ट पास करना आवश्यक होने व इस टेस्ट को प्राथी द्वारा पास नहीं किये जाने के कारण उसे यह लाभ नहीं दिया गया है। सुनिश्चित कैरियर योजना को क्रियान्वित करने में जो प्रक्रियात्मक समय लगा है उसके लिये रेल प्रशासन किसी भी प्रकार से जिम्मेदार नहीं है। अंत में प्राथी का क्लेम निरस्त करने की प्रार्थना की है।

प्राथी की ओर से दस्तावेजात के रूप में प्रदर्श डब्ल्यू-1 से डब्ल्यू-3 प्रस्तुत कर प्रदर्शित करवाये गये हैं। जबकि अप्राथी की ओर से कोई दस्तावेजात प्रस्तुत नहीं किये गये हैं।

मैंने उभय पक्षों की बहस सुनी और पत्रावली का ध्यानपूर्वक अवलोकन किया।

प्राथी की ओर से अपनी साक्ष्य में यूनियन प्रतिनिधि श्री सुरेन्द्र गोयल का शपथ पत्र प्रस्तुत हुआ जिससे अप्राथी की ओर से जिरह की गई और अप्राथी साक्ष्य में श्री राजहंस कुम्पावत का शपथ पत्र प्रस्तुत हुआ है जिससे यूनियन प्रतिनिधि श्री सुरेन्द्र गोयल के द्वारा जिरह की गई है। उक्त गवाहान ने अपने क्लेम और जवाब के समर्थन में कहे गये कथनों की ही पुनरावृत्ति की है।

मैंने प्राथी की ओर से प्रस्तुत दस्तावेजात प्रदर्श डब्ल्यू-1 का भी गहनता से अवलोकन कर लिया है जिसके निम्न शब्द अत्यंत महत्वपूर्ण है "सुनिश्चित कैरियर प्रोन्नयन की योजना लागू किये जाने से प्रशासनिक तंत्र पर अनावश्यक दबाव नहीं पड़ने देने के प्रयोजन से उपयुक्त संवीक्षा समिति एक निश्चित समय सारणी का पालन करें और वित्तीय उन्नयन दिये जाने योग्य मामलों की अग्रिम रूप से जांच पड़ताल करके यथोचित कार्रवाई करने हेतु प्रत्येक वित्तीय वर्ष में दो बार अधिमानतः जनवरी और जुलाई के पहले सप्ताह में अपनी बैठक किया करें। तदनुसार किसी वित्तीय वर्ष विशेष के पूर्वार्द्ध में अर्थात् अप्रैल से सितम्बर तक सुनिश्चित कैरियर प्रोन्नयन योजना के अन्तर्गत लाभ दिये जाने योग्य हो जाने वाले मामलों पर समीक्षा समिति उससे पहले के उसी वित्तीय वर्ष के जनवरी माह में पहले सप्ताह में होने वाली बैठक में विचार किया जावे।" इस प्रकार इस परिपत्र में यह स्पष्ट है कि वर्ष में दो बार लॉबित मामलों की समीक्षा कर उन्हें नियमानुसार समय पर लाभ दिये जावे। इसी परिपत्र के पृष्ठ 3 की यह लाइन भी महत्वपूर्ण है "सुनिश्चित कैरियर प्रोन्नयन की योजना इस पत्र के जारी किये जाने की तारीख से लागू हो जावेगी।"

प्रदर्श डब्ल्यू-2 असफल वार्ता प्रतिवेदन और प्रदर्श डब्ल्यू-3 अप्राथी का वह पत्र है जिसके द्वारा प्राथी को उक्त लाभ देने से इकार किया गया है।

मेरे विनम्र मत में अप्राथी के मुख्यालय के उक्त परिपत्र प्रदर्श डब्ल्यू-1 का यह कतई मतव्य नहीं था कि कर्मचारियों का 12 वर्ष एवं 24 वर्ष की सेवा पूर्ण करने के बाद भी इस प्रकार से मिलने वाले लाभ से वंचित किया जावे। परिपत्र के अनुसार अप्राथी ने यदि 1999 के बाद प्राथी की सेवानिवृत्ति के 2001 तक प्राथी का टेस्ट नहीं लेना अप्राथी की घोर लापरवाही का चातक है। प्राथी को इस लापरवाही के कारण उत्तरदायी नहीं ठहराया जा सकता है। अप्राथी के द्वारा जारी उक्त परिपत्र प्रदर्श डब्ल्यू-1 का भी इस प्रकार का आशय नहीं रहा है कि इस प्रकार जिन कर्मचारों ने 12 और 24 वर्ष की सेवा पूर्ण कर ली हो केवल तकनीकी आधार पर उन्हें इन लाभों से वंचित कर दिया जावे। इस प्रकार मेरे विनम्र मत में प्राथी को इस लाभ से वंचित करना अनुचित और अवैध है।

आदेश

फलतः इस विवाद का उत्तर इस प्रकार दिया जाता है कि नियोजक मण्डल रेल प्रबंधक उत्तर पश्चिम रेलवे, अजमेर द्वारा अपने कर्मकार श्री सुरेन्द्र सिंह, रेलवे सैलून परिचालक अधीक्षक सवारी/माल आगार अजमेर के अधीन रेल सेवानिवृत्ति दिनांक 31-12-01 के पूर्व सुनिश्चित कैरियर पदोन्नति योजना के अन्तर्गत कर्मकार को पदोन्नति वेतन लाभ एवं पेंशन एरियर का भुगतान नहीं करना अनुचित और अवैध है। प्राथी इन लाभों को प्राप्त करने का अधिकारी पाया जाता है। अप्राथी इन लाभों का भुगतान प्राथी को तीन माह में कर दें।

अवाई आउ दिनांक 23-3-2006 को खुले न्यायालय में लिखवाया जाकर सुनाया गया। अवाई की प्रति केन्द्र सरकार को नियमानुसार प्रेषित की जावे।

जी.एस. शेखावत, न्यायाधीश

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर

सी.आई.टी.आर. नं. 3/04

(रेफरेंस नं. एल-41112/317/2003 आई आर बी-1 दिनांक 8-4-04 दी सेक्रेटरी, उत्तर पश्चिम कर्मचारी परिषद, गली नं. 5-डी न्यू गोविंद नगर रामगंज, अजमेर)

....प्राथी/यूनियन

बनाम

दी डिवीजनल रेलवे मेनेजर, नोर्दन वेस्टर्न रेलवे, अजमेर

.... अप्राथी/नियोजक

समक्ष: श्री गंगासिंह शेखावत, आर एच जे एस

प्राथी की ओर से : श्री सुरेन्द्र गोयल यूनियन प्रतिनिधि

अप्राथी की ओर से : श्री मनीषा शर्मा अधिवक्ता विपक्षी.

अवाई

दिनांक 23-3-2006

डैस्क अधिकारी, श्रम मंत्रालय भारत सरकार नई दिल्ली से प्राप्त रेफरेंस इस प्रकार है:-

"क्या नियोजक मण्डल रेल प्रबंधक, उत्तर पश्चिम रेलवे अजमेर द्वारा अपने कर्मकार श्री चतुर्धुब रेलवे सैलून परिचालक, अधीक्षक, सवारी/माल आगार अजमेर के अधीन रेल सेवा निवृत्ति दिनांक 7-1-02 के पूर्व सुनिश्चित कैरियर पदोन्नति योजना के अन्तर्गत कर्मकार को पदोन्नति वेतन लाभ एवं पेंशन

एरियर का भुगतान नहीं करना उचित एवं वैध है ? यदि नहीं तो कर्मकार अपने नियोजक से क्या राहत पाने का अधिकारी है ?”

नोटिस के उपरांत प्रार्थी पक्ष ने उपस्थित होकर अपनी ओर से स्टेटमेंट आफ क्लेम प्रस्तुत कर अंकित करवाया है कि उनकी नियुक्ति अधीक्षक आगार अजमेर के अधीन सैलून परिचालक के रूप में हुई थी। प्रार्थी ने दि. 7-1-02 को स्वैच्छिक सेवानिवृत्ति ले ली थी। प्रार्थी दिनांक 7-8-1970 से लगातार सेवारत रहा है। प्रार्थी ने आगे अंकित करवाया है कि अप्रार्थी विभाग के मुख्यालय ने वर्ष 1999 में एक परिपत्र दिनांक 20/29-10-99 को जारी किया कि सुनिश्चित कैरियर योजना के अन्तर्गत जिन कर्मचारियों ने 12 या 24 वर्ष पूरे कर लिये हैं उन्हें पदोन्नति का लाभ दिया जावे।

प्रार्थी ने अंकित करवाया है कि यह परिपत्र वर्ष 1999 में सभी विभागों को प्रेषित किया गया था। अतः पदोन्नति का लाभ उक्त परिपत्र के प्राप्त होने की दिनांक से ही देय था। प्रार्थी का कथन है कि उसने वर्ष 2002 में दिनांक 7-1-02 को स्वैच्छिक सेवानिवृत्ति ले ली थी। प्रार्थी ने कथन किया है कि उसने इस सकूलर के बाद तीन वर्ष की सेवा पूर्ण कर ली किन्तु अप्रार्थी विभाग ने कैरियर प्रोन्नयन का लाभ नहीं दिया। प्रार्थी का कथन है कि विभाग ने जानबुझकर परेशान किया जिससे व्यथित होकर उसने वर्ष 2002 में ही स्वैच्छिक सेवानिवृत्ति ले ली। अंत में उसने अंकित करवाया है कि उसके साथ कार्यरत अन्य कर्मचारी श्री नवरत सेन को कैरियर प्रोन्नयन का लाभ देकर एरियर का भुगतान भी कर दिया गया। प्रार्थी ने अंत में उसे भी इस लाभ को दिलवाये जाने की प्रार्थना की है।

अप्रार्थी ने जवाब दावे में अंकित करवाया है कि अप्रार्थी विभाग में कार्यरत 12-24 वर्ष पूर्ण करने पर उन्हें ट्रेड टैस्ट पास करने के उपरांत लाभ दिया जाना था और इस पर कार्यवाही प्रस्तावित थी और इसी दौरान वह सेवानिवृत्ति हो गया। इस प्रकार की पदोन्नति हेतु टैस्ट पास करना आवश्यक है और प्रार्थी के सेवानिवृत्ति के पश्चात् इस प्रकार का टैस्ट नहीं लिया जा सकता था इसलिये प्रार्थी का सुनिश्चित कैरियर योजना का लाभ नहीं दिया गया। अंत में विपक्षी ने प्रार्थी के प्रार्थनापत्र को खारिज करने की प्रार्थना की है।

मैंने उभय पक्षों की बहस सुनी और पत्रावली का ध्यानपूर्वक अवलोकन किया।

प्रार्थी की ओर से अपनी साक्ष्य श्री. चतुर्भुज का शपथ पत्र प्रस्तुत हुआ है जिसमें उसने अपने क्लेम के कथनों को ही दोहराया है।

अप्रार्थी की ओर से गवाह राजहंस कुम्पावत के बयान अप्रार्थी रेलवे ने करवाये हैं जिनसे प्रार्थी अधिवक्ता ने जिरह की है।

प्रार्थी ने अपनी ओर से दस्तावेजात प्रदर्श डब्ल्यू-1 से तीन प्रस्तुत कर प्रदर्शित करवाये हैं जबकि अप्रार्थी की ओर से कोई दस्तावेजात प्रस्तुत नहीं हुए हैं।

मैंने प्रार्थी की ओर से प्रस्तुत दस्तावेजात प्रदर्श डब्ल्यू-1 का अवलोकन किया जो अप्रार्थी मुख्यालय द्वारा जारी रेल कर्मचारियों के लिये सुनिश्चित कैरियर प्रोन्नयन की योजना के तहत जिन कर्मचारियों ने 12 वर्ष एवं 24 वर्ष की सेवाकाल पूर्ण कर ली है में उन्नयन का लाभ दिये जाने के सम्बन्ध में है। इस परिपत्र के पृष्ठ सं. 3 में अंकित है, “सुनिश्चित कैरियर प्रोन्नयन की योजना लागू किये जाने से प्रशासनिक तंत्र पर अनावश्यक दबाव नहीं पड़ने देने के प्रयोजन से उपयुक्त संवीक्षा समिति एक निश्चित समय सारणी का पालन करें और वित्तीय उन्नयन दिये जाने योग्य मामलों की अग्रिम रूप से जांच पड़ताल करके उनमें

यथोचित कार्रवाई करने हेतु प्रत्येक वित्तीय वर्ष में दो बार अधिमानतः जनवरी और जुलाई के पहले सप्ताह में अपनी बैठक किया करें। तदनुसार किसी वित्तीय वर्ष विशेष के पुर्वाह में अर्थात् अप्रैल से सितम्बर तक सुनिश्चित कैरियर प्रोन्नयन योजना के अन्तर्गत लाभ दिये जाने योग्य हो जाने वाले मामलों पर समीक्षा समिति उससे पहले के उसी वित्तीय वर्ष के जनवरी माह में पहले सप्ताह में होने वाली बैठक में विचार किया जावे।” इस प्रकार इस परिपत्र में यह स्पष्ट है कि वर्ष में दो बार लंबित मामलों की समीक्षा कर उन्हें नियमानुसार समय पर लाभ दिये जावे। इसी परिपत्र में पृष्ठ सं. 3 की यह लाइन भी ज्यादा महत्वपूर्ण है “सुनिश्चित कैरियर प्रोन्नयन की योजना इस पत्र के जारी किये जाने की तारीख से लागू हो जावेगी।”

प्रदर्श डब्ल्यू-2 असफलवार्ता प्रतिवेदन है और प्रदर्श डब्ल्यू-3 अप्रार्थी का वह पत्र है जिसके द्वारा प्रार्थी को यह लाभ देने से इकार किया गया है।

मेरे विनम्र मत में अप्रार्थी के मुख्यालय के उक्त परिपत्र डब्ल्यू-1 का यह कतई मतव्य नहीं था कि कर्मचारियों को 12 एवं 24 वर्ष की सेवा पूर्ण करने के बाद भी इस प्रकार से मिलने वाले लाभ से वंचित किया जावे। परिपत्र के अनुसार अप्रार्थी ने यदि 1999 के बाद प्रार्थी की सेवानिवृत्ति के वर्ष 2002 तक प्रार्थी का ट्रेड टैस्ट नहीं लेना अप्रार्थी की घोर लापरवाही का द्योतक है। प्रार्थी को इस लापरवाही के कारण उत्तरदायी नहीं ठहराया जा सकता है। अप्रार्थी के द्वारा जारी उक्त परिपत्र प्रदर्श डब्ल्यू-1 का भी इस प्रकार का आशय नहीं रहा है कि इस प्रकार जिन कर्मचारों ने 12 और 24 वर्ष की सेवा पूर्ण कर ली हो केवल तकनीकी आधार पर इस प्रकार के लाभों से वंचित कर दिया जावे। इस प्रकार मेरे विनम्र मत में प्रार्थी को इस लाभ से वंचित करना अनुचित और अवैध है।

आदेश

फलतः इस विवाद का उत्तर इस प्रकार दिया जाता है कि नियोजक मण्डल रेल प्रबंधक उत्तर पश्चिम रेलवे अजमेर द्वारा अपने कर्मकार श्री चतुर्भुज रेलवे सैलून परिचालक अधीक्षक सेवारी/माल आगार अजमेर के अधीन रेल सेवानिवृत्ति दिनांक 7-1-2002 के पूर्व सुनिश्चित कैरियर पदोन्नति योजना के अन्तर्गत कर्मकार को पदोन्नति वेतन लाभ एवं पेंशन एरियर का भुगतान नहीं करना अनुचित और अवैध है। प्रार्थी उक्त लाभ प्राप्त करने का अधिकारी पाया जाता है। अप्रार्थी प्रार्थी को यह लाभ तीन माह में प्रदान करे।

अवार्ड की प्रति केन्द्रीय सरकार को नियमानुसार प्रकाशनार्थ भेजी जावे। अवार्ड आज दि. 23-3-06 को खुले न्यायालय में लिखवाया जाकर सुनाया गया।

जी. एस. शेखावत, न्यायाधीश

MINISTRY OF LABOUR AND EMPLOYMENT CORRIGENDUM

New Delhi, the 17th April, 2006

S.O. 1673.—In the notification of the Government of India, Ministry of Labour and Employment published in the Gazette of India Part-II, Section 3, Sub-section (ii) dated 6th August, 2005 vide S. O. No. 2795, the word “Makrana” shall be substituted by the word “Makarana”.

[No. S-38013/38/2005-SS.I]

K. C. JAIN, Director

नई दिल्ली, 21 अप्रैल, 2006

का. आ. 1674.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मई, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	गाहलेवाल	166	लुधियाना	लुधियाना
2.	काकोवाल	80	लुधियाना	लुधियाना
3.	धुआखां जागीर	147	कपूरथला	कपूरथला
4.	देहर	224	राजपुरा	पटियाला
5.	रानियां	266	लुधियाना	लुधियाना

[संख्या एस-38013/32/2006-एस.एस.-1]

के. सी. जैन, निदेशक

New Delhi, the 21st April, 2006

S.O. 1674.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and IV [except Sub-section (1) of Section 76 and Sections 77, 78, 79, and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely:—

Sl. No.	Name of the Revenue Village	Had Bast No.	Tehsil	District
1.	Gahlewal	167	Ludhiana	Ludhiana
2.	Kakowal	80	Ludhiana	Ludhiana
3.	Dhuankha Jagir	147	Kapurthala	Kapurthala
4.	Deher	224	Rajpura	Patiala
5.	Rania	266	Ludhiana	Ludhiana

[No. S-38013/32/2006-S. S. I]

K. C. JAIN, Director

नई दिल्ली, 21 अप्रैल, 2006

का. आ. 1675.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मई, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

राजस्व ग्राम राजस्व परगना राजस्व तहसील जिला

“जिला हाथरस, परगना एवं तहसील—सासनी के अन्तर्गत आने वाले राजस्व ग्राम महमदपुर बरसाई, अजरोही, रूहेरी तथा नगला उमेद तथा जिला, परगना एवं तहसील हाथरस के राजस्व ग्राम खन्दासीगढ़ी।”

[संख्या एस-38013/31/2006-एस.एस.-1]

के. सी. जैन, निदेशक

New Delhi, the 21st April, 2006

S.O. 1675.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and IV [except Sub-section (i) of Section 76 and Sections 77, 78, 79, and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttar Pradesh namely:—

Revenue Revenue Tehsil District
Village Pargana

“Area comprising in the Revenue Village Mahmudpur Barsai, Ajrohi, Ruhari and Nagla Umed of Revenue Pargana and Tehsil—Sasni, District Hathras and Revenue Village Kandarigarhi of Revenue Pargana, Tehsil and District of Hathras.”

[No. S-38013/31/2006-SS. I]

K/C. JAIN, Director